

State Preservation Board  
P.O. Box 13286  
Austin, TX 78711

## Request for Proposal

Coping Repairs  
Texas Capitol Extension Parking Garage  
Austin, Texas

RFP #809-18-0029

Date Issued: January 12, 2018

Proposal Due Date: February 14, 2018

All questions must be submitted in writing via email to [SPB.BIDS@tspb.texas.gov](mailto:SPB.BIDS@tspb.texas.gov) by 5PM CT, February 2, 2018

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**REQUEST FOR PROPOSAL #809-18-0029**  
**Coping Repairs - Texas Capitol Extension Parking Garage**  
**Austin, TX**  
**Date Issued: January 12, 2018**  
**Submittals Due: 2:00PM, CT, February 14, 2018**

**SECTION 1**  
**PROPOSAL INFORMATION/INFORMATION TO BIDDERS**

- 1.1 GENERAL: The State Preservation Board (SPB) is soliciting proposals from qualified contractors with sufficient experience and expertise to provide coping repairs at the Texas Capitol Extension Parking Garage located in Austin, TX. All services will be in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides Respondents with the information necessary to prepare and submit a proposal for consideration by the SPB. The estimated budget for the services described in this RFP is \$75,000.00. This project must be completed by September 30, 2018.
- 1.2 DEFINITIONS: When capitalized, the following terms and acronyms have the meaning set forth below.

Addendum - A modification of the specifications issued by SPB and made available to prospective Respondents prior to the opening of proposals.

Best and Final Offer (BAFO) - A formal request made to acceptable or potentially acceptable Respondents for revision to the originally submitted proposal.

Contract - The services Contract attached to this RFP as Attachment B.

Contract Manager/Project Manager - The individual designated by SPB to represent SPB during the performance of the Contract.

Contractor - The Respondent awarded a Contract as a result of the RFP.

Electronic State Business Daily (ESBD) - The designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addendums to posted solicitations, and awards. The link to the ESBD is <http://esbd.cpa.state.tx.us/>

HUB - Historically Underutilized Business, pursuant to Texas Govt. Code, Chapter §2161, means a business that is at least 51% owned by a Asian Pacific American, a Black American, a Hispanic American, a Native American, and American Woman, and/or a United States Veteran with a minimum 20% Disability rating; is an entity with its principal place of business in Texas; and has an owner residing in Texas with proportionate interest that actively participates in the control, operations, and management of the entity's affairs.

Proposal - The response submitted by a vendor to the SPB as a result of this solicitation.

Respondent - An individual, partnership or corporation that responds to this RFP.

RFP - Request for Proposal, which is the type of solicitation embodied in this document.

SPB - The State Preservation Board, the state agency issuing this solicitation. Also referred to as the Owner.

- 1.3 SCHEDULE OF EVENTS: The solicitation process for this RFP will proceed according to the following schedule:

<u>Event</u>	<u>Date</u>
Issue RFP	January 12, 2018
Deadline for optional site visit	February 1, 2018
Deadline for Submission of Questions	5:00PM, CT, February 2, 2018
Anticipated Release Date of Addendum, <i>if any</i>	February 7, 2018
<b>Deadline for Submission of Proposals</b>	<b>2:00 PM, CT, February 14, 2018</b>

Revisions to the Schedule - SPB reserves the right to change the dates in the Schedule of Events set forth above upon written notification to prospective Respondents through a posting of an Addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a response. The Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected Contractor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

- 1.4 OPTIONAL SITE VISIT: Potential Respondents may schedule a non-mandatory pre-proposal project walk-through with Bob Cash, SPB Facilities Director of the State Preservation Board. Potential Respondents may contact Bob Cash at (512) 463-5390 to arrange a project walk-through and site visit. Project walk-throughs are optional and will be provided by appointment to potential Respondents through February 1, 2018. Parking is available in the Capitol Visitors Parking Garage located at 1201 San Jacinto Blvd. Maps are available at the following link: <http://www.tspb.texas.gov/plan/maps/maps.html>
- 1.5 QUESTIONS: All questions must be submitted in writing by email to [SPB.Bids@tspb.texas.gov](mailto:SPB.Bids@tspb.texas.gov) by 5PM Central Time, on the date listed as the deadline for submission of questions in Section 1.3.

Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued as an addendum and will be posted to the Electronic State Business Daily (ESBD), available at <http://esbd.cpa.state.tx.us/> and on the State Preservation Board website at <http://www.tspb.texas.gov/spb/procure/procure.html>. It is the responsibility of interested parties to periodically check the ESBD or SPB website for updates to the procurement prior to submitting a response. The Respondent's failure to periodically check the Electronic State Business Daily (ESBD) or the SPB website will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP. All such addenda issued by SPB prior to the time proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their response. Only those SPB replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

Upon issuance of this RFP, besides written inquiries as described above and routine issues discussed during any optional project site visits, other employees and representatives of SPB will not answer questions or

otherwise discuss the contents of the RFP with any potential Respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

- 1.6 **CONTRACT TYPE:** It is the SPB's intent to award to one qualified firm. Any contract resulting from this solicitation will be in the form of the Owner's Standard Agreement, a sample copy of which is attached to this RFP document as Attachment B. Respondents must review the contract terms and conditions and will be required to adhere to the terms if awarded the Contract. Insurance requirements for this project are stated in the Sample Contract/Owner's Standard Agreement, RFP Attachment B.
- 1.7 **HISTORICALLY UNDERUTILIZED BUSINESSES:** It is the policy of the SPB to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. **The Policy applies to all contracts with an expected value of \$100,000 or more. If your proposal is less than \$100,000, a HUB Subcontracting Plan is not required. If your cost proposal is \$100,000 or more, failure to submit a HUB Subcontracting Plan will result in rejection of the Response.** For more information on HUB Subcontracting Plan requirements and procedures, please see Attachment E and visit the Comptroller of Public Accounts website at <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>
- 1.8 **CONFLICTS OF INTEREST:** By submitting a Proposal, Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the State Preservation Board. Respondent also represents and warrants that entering a Contract with the State Preservation Board will not create the appearance of impropriety. In its Proposal, Respondent must disclose any existing or potential conflict of interest that it might have in contracting with the State Preservation Board. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract. The State Preservation Board will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or Contract termination.

In addition to the disclosures required above, Respondent must also disclose any of its personnel who current or former employees or officers of the State Preservation Board or who are related, within the third degree of affinity (as defined by Texas Government Code §573.025), to any current or former officers or employees of the State Preservation Board.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.9 **PROPOSAL REQUIREMENTS:**

- 1.9.1 Submissions - Respondents shall submit one (1) original of Attachment D - RFP Submission Checklist along with one (1) original of Attachment C - Contractor's Proposal Form, and all information listed

under Section 1.9.4. If proposal has a value of \$100,000 or more one (1) copy of Attachment E - HUB Subcontracting Plan must be submitted in a clearly marked envelope, **separate** from your RFP response. Attachment E is due at the same time as the Proposal documents.

1.9.2 Costs - Respondents to this RFP are responsible for all costs associated with the proposal preparation and delivery.

1.9.3 Public Information - SPB will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type and at least 14 point font.

1.9.4 Contents and Format - Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. Proposals submitted without all of the required information may be rejected. SPB reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State of Texas. Any terms and conditions attached to the response will not be considered unless specifically referred to on this Request for Proposals and may result in disqualification of the response. Information should be organized in the order outlined below and respond specifically, page by page, to each requested item. Any additional information considered to be relevant to the submission should be provided as an attachment at the end of the document.

Firm Information

Provide name, address, phone number, email address, and contact person of the firm proposing. State type of organization (corporation, partnership, sole proprietor, etc.) and list all owners and/or officers. If applicable, indicate firm's HUB status and attach certification in the attachment section of your response.

Firm Experience

Describe your firm's experience and expertise in the services required by this RFP. Where possible, focus on your firm's experience with projects of this scale.

Project Team

Identify staff to be assigned to the project, including the project manager from your firm. Include

education, training, and experience of each team member. Provide a history of the team's experience working together on previous projects. Address staffing in terms of your firm's current and projected workload during the timeframe of this Project. Include resumes with similar projects listed in the attachments section of your response. Please don't list anyone who will not be actively involved in the Project.

#### Projects

Provide a list of recent similar projects with scopes of \$50,000 or more.

#### Project Details and References

Provide detailed information on three (3) directly relevant projects completed by the firm in the last five (5) years. Identify any of the personnel proposed for this project who were actively involved.

Provide the following information:

- Project Name and Location
- Brief Description of Project Scope
- Project Cost
- Firm's Specific Role in the Project
- Names and Roles of Personnel Named in Proposal
- Name, Contact Person, Phone Number, and e-mail (if available) of Owner

#### References

Please provide three references for your work within the last 5 years similar to that involved for this project where your proposed project manager was a member of the project team. Note the cost of each project. Include all reference contact information.

#### Schedule

Provide a proposed preliminary schedule and project execution plan based on the time frame provided in this RFP (completion by September 30, 2018).

#### Cost

Provide complete line item cost of the project per instructions in the Attachment A Project Manual, Section 002113, Instructions to Bidders, 1.07, F.

#### **REQUIRED ATTACHMENTS**

1. Resumes of Proposed Personnel on the Project Team
2. Attachment C: Contractor's Proposal Form
3. Attachment D: RFP Submission Checklist
4. Proposed Substitutions (if any) - see Attachment A Project Manual, Section 002113, Instructions to Bidders 1.07 J, #3.

#### **1.10 PROPOSAL SUBMISSION:**

- 1.10.1 All proposals must be received at SPB no later than 2PM, Central Time, Austin, Texas on the date specified in the Schedule of Events. The official bid clock in the State Preservation Board reception area is the sole determiner of the time of day. Proposals received after the proposal deadline will not be considered. After receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award.

1.10.2 If submitting hardcopies, Proposals must be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to SPB by the specified date and time. Proposals submitted via email must contain the RFP number and title in the email subject line.

1.10.3 Receipt of all addenda to this RFP should be acknowledged on the CONTRACTOR'S PROPOSAL FORM/BID FORM.

1.10.4 All submitted Proposals become the property of SPB after the RFP submittal deadline date. Proposals submitted constitute an offer for a period of ninety (90) days or the respondent may agree to the extension of the offer until an award is made by SPB.

1.11 DELIVERY OF PROPOSALS: Proposals must be submitted to SPB by one of the following methods:

By US Mail: State Preservation Board  
Attn: Purchasing Manager  
P.O. Box 13286, Austin, TX 78711

By Overnight/Express Mail: State Preservation Board  
Attn: Purchasing Manager  
201 E. 14th St., Ste. 950  
Austin, TX 78701

By Hand Delivery:  
(Monday - Friday, 8AM - 5PM) State Preservation Board  
Attn: Purchasing Manager  
Sam Houston State Office Building  
201 E. 14th St., 9th Floor, Ste. 950  
Austin, TX 78701

By Email\*: [SPB.Bids@tspb.texas.gov](mailto:SPB.Bids@tspb.texas.gov)

*\* The email subject line should contain the RFP number and title as indicated on the cover page. The State shall not be responsible for failure of electronic equipment or operator error. SPB takes no responsibility for electronic Proposals that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination email box by the due date/time by any SPB anti-virus or other security software. All proposals received via email will be acknowledged. If no confirmation is received, contact the SPB Purchasing Dept. at 512-463-5495 to confirm receipt of proposal. It is recommended that Respondent begin the email process well in advance of the due date/time since most large attachments are quarantined and delayed for security scanning.*

1.12 PROPOSAL EVALUATION AND AWARD OF CONTRACT:

1.12.1 The SPB shall award the Contract to the Respondent whose proposal is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Section 2155.074. The SPB reserves the right to award the contract without any negotiations. Respondents are strongly encouraged to provide its best price in its Proposal because the SPB makes no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point in the RFP process.



**SPB will not conduct bid/proposal openings or tabulations prior to award of the Contract.**

1.12.2 A committee will be established to evaluate the submitted proposals. The evaluation committee will evaluate and score each proposal based on the criteria stated in this RFP. By submitting a proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that scoring of the proposals may involve some subjective judgments by the evaluation committee.

1.12.3 The evaluation committee will evaluate and score each proposal based on the following criteria:

<u>Criteria</u>	<u>Weight</u>
• Firm experience with similar projects	30%
• Project team experience with similar projects	25%
• Proposed schedule/work execution plan	20%
• Cost proposal	25%
• References – Contacted at Owner’s discretion as needed to supplement information to rank the above.	

1.12.4 In compliance with applicable provisions of Texas Government Code §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, a Respondent's past performance will be also be reviewed on a pass/fail basis using the Texas Comptroller of Public Accounts (CPA) Vendor Performance Tracking System. Respondents may fail this selection criterion for any of the following conditions: a score of less than 90% in the Vendor Performance Tracking System; currently under a Corrective Action Plan through CPA; having repeated negative Vendor Performance Reports for the same reason; having purchase orders that have been cancelled in the previous 12 months for non-performance.

Contractor performance information is located on the CPA website at  
[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

1.12.5 SPB will conduct reference checks with other entities regarding past performance, in addition to evaluating performance through the Vendor Performance Tracking System. SPB will examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of SPB, and any negative findings, as determined by SPB, may result in non-award to the Respondent.

1.12.6 The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Respondents should provide their best offers in the initial response as award of a contract may be made without Best and Final Offers. A request for a Best and Final Offer is at the sole discretion of SPB and will be extended in writing.

## **SECTION 2 PROJECT DESCRIPTION**

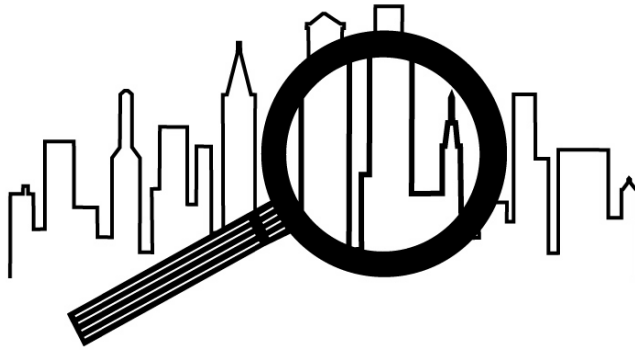
- 2.1 **DESCRIPTION:** The Capitol Extension Parking Garage is located at the Texas Capitol in Austin, Texas. The parking garage entrance consists of a cast-in-place concrete retaining wall above the entrance clad architectural precast concrete panels and architectural precast coping blocks. Since it was originally constructed, the coping at the west garage entrance has displaced. The work consists primarily of removing and reinstalling the coping, replacing existing mortar joints with sealant, and waterproofing the wall. See Attachment A, Project Manual, for a complete description of the work.
- 2.2 **PROJECT SCHEDULE:** The project must be completed by September 30, 2018.
- 2.3 **MEETINGS:** The Contractor will be asked to attend one pre-construction meeting, one kick-off meeting, and at least 2 meetings during the project. The goal of these meetings will be to resolve as many open issues as possible to keep the Project moving as efficiently as possible.
- 2.4 **COORDINATION:** The Capitol is a public facility and working office building that often has scheduled special events. A schedule will be coordinated for necessary access for the duration required to complete the project as quickly as possible.
- 2.5 **SUBCONTRACTORS:** Subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the respondent. No subcontract under the contract shall relieve the primary respondent of responsibility for the service. If the respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
- 2.5.1 Subcontracting shall be at the respondent's expense.
  - 2.5.2 SPB retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
  - 2.5.3 The respondent shall be the only contact for SPB and subcontractors. Respondent shall list a designated point of contact for all SPB and subcontractor inquiries.
  - 2.5.4 For proposals \$100,000 or more, Respondents planning to subcontract any portion of the work shall identify the proposed subcontractors on Attachment E, HUB Subcontracting Plan.
- 2.6 **ADDITIONAL CONDITIONS OF THE CONTRACT:**
- 2.6.1 **PERFORMANCE & PAYMENT BONDS:** If the total contract price exceeds \$25,000.00, a Payment Bond must be furnished by the successful Contractor. If the total contract price exceeds \$100,000.00 a Payment Bond and a Performance Bond must be furnished by the successful Contractor.
  - 2.6.2 **INSURANCE REQUIREMENTS:** Please see Attachment B, Sample Contract, for complete insurance requirements. The Contractor must provide the following minimum insurance coverage for this project:
    - 2.6.2.1 Workers Compensation: Minimum coverage for employer liability as determined by the Texas Department of Insurance.
    - 2.6.2.2 Commercial General Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum general aggregate limit.
    - 2.6.2.3 Automobile Liability Insurance for all owned, non-owned, and hired vehicles: Minimum

combined single limit for bodily injury and property damage of \$1,000,000 per occurrence. Umbrella Liability Insurance for an amount of not less than \$2,000,000.00 that provides coverage at least as broad as and applies in excess and follows the form of the primary liability coverage required hereinabove. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

- 2.6.3 UNIFORM GENERAL CONDITIONS: The Uniform General Conditions and Supplementary Conditions for the State of Texas, 2015, which can be found online at the Texas Facilities Commission: (<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>)
- 2.6.4 PREVAILING WAGE SCHEDULE: The Owner's Prevailing Wage Schedule will be defined by the following Davis-Bacon Wage Determinations and supersedes the prevailing wage schedule listed in Attachment A, Project Manual, Section 008100:
- General Decision Number: TX180323 01/05/2018 TX323  
Superseded General Decision Number: TX20170323  
State: Texas  
Construction Type: Building  
County: Travis County in Texas.
- <https://www.wdol.gov/dba.aspx>

# **Attachment A**

## **Project Manual**



**Project Manual**  
**COPING REPAIRS**  
**Capitol Extension Garage**  
Austin, Texas  
Prepared for  
**State Preservation Board**

Prepared by  
**Building Diagnostics, Inc.**  
327 Congress Ave., Suite 630  
Austin, Texas 78701  
(512) 474-0400

This document contains an electronically-  
applied seal, authorized by David H. Nicastro,  
Texas P.E. #68172, on June 26, 2016.  
Texas Cert. of Reg. No. F-10471.



**Building Diagnostics Project No. 111-3820-A02**

**June 26, 2016**

**Copyright: Building Diagnostics, Inc., 2016**

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**Construction Agreement: The Owner’s Contract will be used to execute a contract with the successful Bidder. The Contract Documents prepared by Building Diagnostics, including Specifications, Drawings, and completed Bid Form, will be attached as Exhibits to the Owner’s Contract.**

<sup>1</sup> These standard documents are not provided, but are incorporated herein by reference. Bidder may obtain a copy directly from Building Diagnostics, Inc. or at the Texas Facilities Commission’s website: <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>

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**SECTION 000121**  
**PROJECT DIRECTORY**

**Function**      **Representative**

**Owner:**      State Preservation Board

**Property Contact:**      State Preservation Board  
201 E. 14th Street, Suite 950  
Austin, Texas 78701  
Attention: Mr. Bob Cash  
(512) 463-5390  
E-mail: [Bob.Cash@tspb.state.tx.us](mailto:Bob.Cash@tspb.state.tx.us)

**Contractor:**      To Be Determined

**Engineer:**      Building Diagnostics, Inc.  
327 Congress Ave., Suite 630  
Austin, Texas 78701  
Attention: David H. Nicastro, P.E.  
(512) 474-0400  
E-mail: [DNicastro@BuildingDX.com](mailto:DNicastro@BuildingDX.com)

**END OF PROJECT DIRECTORY**



**SECTION 002113**  
**INSTRUCTIONS TO BIDDERS**

**1.01 DEFINED TERMS**

- A. The term “Successful Bidder” means the Bidder to whom Owner makes an award, on the basis of Owner's evaluation as hereinafter provided.
- B. The term “Project Manual” includes the Instructions to Bidders, Bid Form, Specifications, Drawings, and the proposed Contract Documents (Construction Agreement, General Conditions, and Supplementary Conditions), including Addenda.

**1.02 COPIES OF PROJECT MANUAL**

- A. Neither Owner nor Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of printed or copied Project Manuals.
- B. Owner and Engineer provide the Project Manual on the above terms only for the purpose of obtaining Bids on the Work, and do not confer a license or grant for other use.

**1.03 QUALIFICATIONS OF BIDDERS**

- A. In addition to Contractor's Qualifications required to be submitted with Bid, Engineer or Owner may seek additional documentation to verify a Bidder's qualifications. If specifically requested in writing, Bidder shall submit the following information **on 8-1/2-inch by 11-inch copy paper**, wherever practicable.
  - 1. Evidence of membership in the Sealant, Waterproofing, and Restoration Institute (SWRI).
  - 2. Current financial statements (including P&L and balance sheet) for current year to date and last fiscal year.
  - 3. A standard insurance certificate showing Bidder's carrier(s) and amounts of coverage. A Standard Accord Form may be used to present this information, with the necessary changes specified in the General and Supplementary Conditions. Owner may elect to have Bidder submit entire policies for inspection.
  - 4. A list of citations issued by regulatory agencies. If none, so state.
  - 5. A list of assessed penalties or liquidated damages, and the project(s) on which they occurred. If none, so state.
  - 6. Company brochures or other marketing literature desired by Bidder to be considered by Owner. If not on 8-1/2 x 11 copy paper, submit 3 originals.

#### **1.04 EXAMINATION OF PROJECT MANUAL AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid to:
  - 1. Examine the Project Manual thoroughly.
  - 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work. Coordinate on-site investigations with the Property Contact. Do not visit the site without receiving authorization.
  - 3. Consider federal, state and local laws and regulations that may affect cost, progress, and performance of the Work.
  - 4. Study and carefully correlate Bidder's observations with the Project Manual.
  - 5. Notify Engineer in writing of each discovered conflict, error, omission, or discrepancy in the Project Manual.
  - 6. Make or obtain explorations, tests and data concerning physical conditions (surface and subsurface), at or contiguous to the site, or otherwise that may affect cost, progress, performance or furnishing of the Work and that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Project Manual.
- B. The land upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by Bidder in performing the Work are identified in the Project Manual. All additional land and access thereto required for temporary construction facilities or storage of materials and equipment shall be provided by Bidder.

#### **1.05 CONTRACT TIME**

- A. Set forth in the Bid Form the number of days within which, or the dates by which, Bidder proposes the Work to be substantially completed and also completed and ready for final payment (the proposed Contract Time).
- B. The proposed Contract Time shall be sufficient to complete the Work, including a reasonable number of days without work due to inclement weather, based on the prevailing climatic conditions.
  - 1. The mutually agreed actual Contract Time will be stated in the executed Construction Agreement.

#### **1.06 PROPOSED SUBSTITUTIONS**

- A. Proposed substitutions will be considered if presented with the Bid and the Bidder demonstrates that one of the following applies:
  - 1. There is a compelling reason that benefits the Owner, such as cost savings, superior availability, or anticipated improved performance; or

2. If no product was specified in the Project Manual to fulfill a particular requirement, or was specified by reference standards or description only, then products submitted meeting the specified requirements will be considered.
  3. If a product states “or approved equal”, then products submitted of the same type and quality will be considered.
- B. Submit with Bid an itemized list of proposed substitutions for the Owner's consideration, including the corresponding changes and/or deviations from the Project Manual.
  - C. Substitutions will be considered only if Bidder also submits a Bid that contains prices for the specified products and procedures.
  - D. Requests for substitutions accompanied by insufficient or incomplete data will not be considered. No substitution will be considered unless request includes:
    1. A complete description of the proposed substitution.
    2. The name of the material or equipment for which it is to be substituted
    3. Drawings, cuts, samples, performance and test data, and other data or information necessary for a complete evaluation.
    4. The resulting increase or decrease in the Proposed Contract Price and Contract Time.
  - E. Submission of a proposed substitution shall constitute a representation by Bidder that Bidder has investigated the proposed product and determined that it meets or exceeds the requirements of the specified product.
  - F. If proposed substitutions are not accepted in writing by Engineer or Owner, the Work shall be completed with the products and procedures specified for the original Proposed Contract Price.

#### **1.07 BID FORM**

- A. The Bid Form will be supplied separately to Bidders, and is incorporated by reference in the Project Manual. Complete all blanks on the Bid Form.
- B. Execute Bids by corporations in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and attestation by the secretary. Execute Bids by partnerships in the partnership name and signed by a partner, whose title shall appear under the signature.
- C. Acknowledge receipt of Addenda on the Bid Form.
- D. Indicate the official address of Bidder and telephone number for communications regarding the Bid.
- E. The Proposed Contract Price governs the Bid; it shall be all-inclusive, including, but not limited to, labor, materials, supervision, overhead, profit, bonding, permits, and other reasonably foreseeable costs.

- F. For evaluation purposes and as the basis for future add/deduct negotiations, also list individual prices and quantities for the work items requested on the Bid Form. The total of these items must equal the Proposed Contract Price, and must accurately reflect the apportionment of the Bid, including overhead, profit, scaffolding, protection, and other “general condition” items, unless a line is provided for separating out items. Similarly, mobilization costs shall be apportioned throughout the project and not front-loaded, unless a line is provided for separating out this item.
- G. Where given, use the quantities provided for Bidding; if provided quantities are later determined to be inaccurate, an equitable adjustment will be made in the Contract Price by multiplying Bidder’s unit rate price times the actual quantity performed; no other pricing will be considered for changes in the Contract Price. If a quantity is not provided, Bidder shall make an independent study to estimate the actual quantity; no Change Order will be considered to correct inaccurate quantities estimated by Bidder.
- H. Discrepancies in the multiplication of units of work and unit prices, or between the indicated sum of a column of figures and the correct sum thereof, will be resolved as most favorable to Owner.
- I. Exclusions listed on the Bid Form or in a separate document submitted with the Bid Form may render the Bid non-responsive and disqualify Bidder. However, proposed substitutions, including those regarding logistical and contractual issues, will be considered if they are submitted in compliance with the requirements for Substitutions in Section 013301.
  - 1. Standard “mold” exclusions due to insurance coverage limitations are acceptable if and only if submitted with Bid.
  - 2. If exclusions are submitted by Contractor and accepted by Owner, they will be incorporated into the final Contract Documents. Exclusions submitted but not incorporated into the final Contract Documents shall be null and void.
- J. Submit with the completed Bid Form those documents required in these Project Manual. Bids received without the required documentation are subject to disqualification. In particular, the following submittals are listed for Bidder’s convenience; this list may not be exhaustive or comprehensive:
  - 1. Preliminary schedule.
  - 2. Identification of trees or landscaping for Owner to trim or remove to facilitate the work, as specified in Section 013001 (if any).
  - 3. Proposed substitutions (if any).
  - 4. “Mold” or other insurance-related exclusion (if any).

## **1.08 BIDDER'S REPRESENTATIONS**

A. The submission of a Bid shall constitute a representation by Bidder that:

1. The Project Manual is sufficient in scope and detail to indicate and convey understanding of terms and conditions for performance and furnishing of the Work and investigations.
2. Bidder has familiarized itself with the nature and extent of the Project Manual, Work, site, locality, and local conditions and laws and regulations that may affect cost, progress, performance or furnishing of the Work.
3. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests and studies (in addition to or which pertain to the physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work) as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Project Manual and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder.
4. Bidder has correlated the results of observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Project Manual.
5. Bidder has given Engineer written notice of conflicts, errors, omissions, or discrepancies that it has discovered in the Project Manual and the written resolution thereof by Engineer is acceptable to Bidder.
6. This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham bid; Bidder has not solicited or induced a person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over Owner.
7. If its Bid is accepted, Bidder will enter into a Construction Agreement with Owner in the form included in the Project Manual to perform and furnish Work as specified or indicated in these Project Manual for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Project Manual.
8. The Work of each item awarded will be completed, including punch-list items, and ready for final payment within 10 calendar days from the date of Substantial Completion.

9. Bidder will complete the Work for the prices stated in the Bid Form. Each lump sum price represents a guaranteed not-to-exceed amount, including applicable permits, materials, labor, equipment, and services necessary for and incidental to the execution and completion of the Work.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF INSTRUCTIONS TO BIDDERS**

## SECTION 007401

### SITE RULES

These rules apply to contractors performing work on this site, and are not specific to this Project; therefore, if these rules conflict with other provisions of these Contract Documents, these generic rules shall be considered subordinate to the specific requirements for this Project as disclosed in these Contract Documents.

1. **Parking:** Contractor will be issued a limited number of swipe cards for complimentary parking at the Capitol Visitors Parking Garage. There is no charge for the cards, but Contractor agrees to pay \$5.00 for each swipe card that is not returned to SPB at the conclusion of the project.
2. **Smoking:** All state office buildings in the Capitol Complex are designated clean-air facilities by law. Smoking is not permitted inside or within 15 feet of any entrance.
3. **Radios/Music:** Contractor's use of audio equipment is prohibited on the premises.
4. **Clean-up:** All clean-up of tools and equipment must be accomplished off-site and not on the Capitol Grounds or in any building. Contractor shall not dispose of any hazardous chemicals or any type of solids using the State's sanitary or storm sewer systems. All construction debris and trash must be removed from the construction area daily using covered carts.
5. **Layout and Storage:** Contractor shall only use the confines of the limits of construction for storage, layout, staging, supplies, materials, equipment, assemblies, and work.
6. **Electrical Power:** Limited electricity is available at the work site. Contractor must provide any additional power necessary for the work using generators or batteries.
7. **Domestic Water:** Non-potable water is available on-site and Contractor will coordinate with the State Preservation Board for access. Contractor must provide hoses as necessary. If hoses cross sidewalks, Contractor may be required to provide temporary ramps or other protections to avoid a tripping hazard. Contractor shall not connect to any hose bib without authorization from SPB.
8. **Safety:** Contractor shall provide a safe working environment at all times inside the designated construction area. Signage and caution tape should be employed at all times to prevent visitors and unauthorized personnel from entering the construction area or crossing the pathway of vehicles entering or exiting the construction area. The Contractor is advised that visitors are usually present during the work day and advised to be aware of visitors during any work performance.
9. **Site Protections:** Contractor shall take all necessary precautions to protect all existing landscape elements and underground utilities during the work. This includes turf, manholes, irrigation, electrical, plumbing, storm sewer, etc. Weight distribution mats shall be used under heavy equipment at all times. Curbs must be protected with custom ramps and all vehicles must use the ramps. Contractor is responsible for any loss due to damage to, or destruction of, any landscape, hardscape, or utilities in the work area.
10. **Signs:** Contractor shall provide all signs needed and maintain them throughout the project. For this project, signs must address the following issues:

- a) Define the boundaries of the Construction Area.
- b) Define required safety measures within Construction Area (e.g., hardhats).
- c) Prohibit unauthorized personnel inside the Construction Area.

The Contractor may also attach to the construction fence up to two (2) copies of a Project Sign. Typically, Project Signs include a project title, graphic image of the completed project, name of the general contractor, etc. The sign should NOT include a completion date. The design for all signs must be submitted to SPB for approval prior to fabrication or posting of the sign.

11. **Schedule and Work Plan:** Prior to commencing work, Contractor shall obtain approval from SPB of a schedule and work plan which demonstrates how the work will be accomplished in the allotted time and meet all requirements of the SPB.
12. **Modifications to Special Conditions:** Changes to the requirements of the Special Conditions may be approved by SPB after review and discussion of the Schedule and Work Plan, depending on the hardships presented in accomplishing the work. SPB may make additional expectations of the Contractor in response to changes in the scope of work occurring after the execution of this document.
13. **Forced Delays:** SPB may stop the work temporarily at any time for any reason. Forced delays occur rarely when the Contractor's work is impacting Capitol operations in a negative way (i.e., disrupting a meeting in a nearby building, disrupting the free flow of traffic on Capitol Drives, etc.)
14. **Construction Area Security:** Contractor shall secure the construction area at the end of each workday to prevent unauthorized access. Contractor shall provide SPB 24-hour access to the site, including a key or combination to the lock on the construction area gate.
15. **Trees:** The ability of the SPB to cure construction injuries on trees is very limited, so the Contractor's focus shall be on the prevention of damage. Contractor shall take all necessary precautions to protect trees and their roots from damage. To the extent possible, root zones shall be kept free of equipment and materials. Any necessary trimming shall be performed only with prior approval from SPB. In addition, Contractor shall employ the following protective measure for the two Live Oak trees adjacent to the work site:
  - a) **Root Buffer:** For areas under tree canopies that are inside the construction fence AND will be accessed by any heavy equipment & load (total weight over 5,000 lbs.,) a temporary buffer is required and shall cover the root zone and remain in place at the specified thickness until the final grading stage. The protective buffer shall consist of shredded wood chips spread over the roots at a minimum of 6 inches in depth and layered by 3/4-inch quarry gravel to stabilize the 3/4-inch plywood sheets laid on top. Steel plates can also be used, in lieu of plywood.



- b) **Mulch Ring:** After final grading of the site, provide mulch (Texas Native Mulch - color Black, or approved equal) to a depth of 4 inches, in an 8-foot diameter circle around the base of the trees.

**END OF SITE RULES**

**SECTION 008100**  
**SPECIAL GENERAL CONDITIONS TO THE**  
**STATE OF TEXAS 2010 EDITION OF THE**  
**UNIFORM GENERAL CONDITIONS FOR**  
**CONSTRUCTION CONTRACTS**

22.2 Page 6, Article 2, Item 2.2.1.2 add new Subparagraph 2.2.1.2.1:  
2.2.1.2.1: Owner's Prevailing Wage Schedule will be defined by the Davis-Bacon Wage

Determinations dated June 16, 2016

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#

General Decision Number: TX160323 06/17/2016 TX323

Superseded General Decision Number: TX20150323

State: Texas

Construction Type: Building

County: Travis County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016
3	05/27/2016
4	06/17/2016

ASBE0087-014 01/01/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 21.57	10.02

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BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

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CARP1266-002 04/01/2014

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 20.75	7.30

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ELEC0520-005 06/01/2015

	Rates	Fringes
ELECTRICIAN Excludes Installation of Sound and Communication Systems.....	\$ 27.15	8%+5.71
Low Voltage Wiring Only.....	\$ 27.15	8%+5.71

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ELEV0133-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.76	29.985+a

Footnote: A. 6% under 5 years based on regular hourly rate  
for all hours worked. 8% over 5 years based on regular  
hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day,  
Thanksgiving Day, the Friday after Thanksgiving Day,  
Christmas Day, and Veterans Day.

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ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

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IRON0084-011 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.02	6.35

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\* PLUM0286-010 05/30/2016

	Rates	Fringes
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PIPEFITTER (Including HVAC Pipe Installation).....	\$ 28.03	12.43
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SFTX0669-002 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.43	22.52

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SHEE0067-007 07/01/2015

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct Installation.....	\$ 24.38	13.74
HVAC Duct Installation Only..	\$ 24.38	13.74

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SUTX2014-049 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.07	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 14.00	0.00
CARPENTER (Form Work Only).....	\$ 15.62	0.05
CEMENT MASON/CONCRETE FINISHER...	\$ 15.71	0.00
DRYWALL FINISHER/TAPER.....	\$ 17.06	4.43
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.47	3.45
ELECTRICAL INSTALLER (Sound and Communication Systems) (Excludes Wiring).....	\$ 18.00	2.30
FLOOR LAYER: Carpet.....	\$ 21.88	0.00
GLAZIER.....	\$ 12.83	0.00
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 23.78	6.89
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.73	5.24
LABORER: Common or General.....	\$ 11.44	0.00
LABORER: Mason Tender - Brick...	\$ 12.22	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 11.85	0.00
LABORER: Pipelayer.....	\$ 12.45	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 16.64	6.26
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 14.00	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 11.25	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 18.76	6.35
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 23.57	6.37
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 16.35	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 16.30	0.06

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator  
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the  
interested party's position and by any information (wage  
payment data, project description, area practice material,  
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an  
interested party may appeal directly to the Administrative  
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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### **END OF SPECIAL GENERAL CONDITIONS**



**SECTION 011101**  
**SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. The Capitol Extension Garage is located at the Texas State Capitol in Austin, Texas. It is part of the Capitol Extension project. The garage entrance consists of a cast-in-place concrete retaining wall above the entrance clad architectural precast concrete panels and architectural precast coping blocks (coping). Since it was originally constructed, the coping at the west garage entrance has displaced.
- B. The Work consists primarily of removing and reinstalling the coping, replacing existing mortar joints with sealant, and waterproofing the wall.
- C. The Work summarized in this Section 011101 is provided as a convenience and may not be inclusive of all specified work.
- D. Reference the Drawings for graphical depiction of the locations where Work is to be completed and the relationship and orientation of components. The purpose of the Drawings is to show the finished configuration of the Work, and not the intermediate steps, means, and methods in executing the Work. The Drawings show typical details, and are not intended to show complete details in every respect.
- E. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both.

**1.02 DISCLOSURES**

- A. The following disclosures are listed for Contractor's convenience, and may not be exhaustive or comprehensive. This partial summary of disclosures shall not be construed as representing that either Engineer or Owner believes there is no other information that would be valuable to Contractor, nor shall it relieve Contractor of its obligation to perform its own independent study before submitting a Bid, as specified in Section 002113.
  - 1. The soil surrounding the site may be soft. Include in Contract Time and Contract Price adequate contingency for protection of landscaping.

**1.03 WORK INCLUDED**

A. <u>Base Bid</u> : Furnish materials, labor, equipment, and services necessary for and incidental to the execution and completion of the following Work.
1. Section 013001 – Administrative Requirements
a) Inspect concrete for distress, such as scratches, cracks, holes, or spalls. Mark distress on drawings and record on video; submit distress drawings and video with Pre-Job Damage Survey (Section 013001). Review distress with Engineer prior to performing remedies.

2.	Section 015001 – Temporary Facilities and Controls
a)	Provide barricading, access equipment, and permits.
3.	Section 017401 – Cleaning and Waste Management
a)	Clean exterior surface of the coping and adjacent sidewalks at completion of Work.
4.	Section 024113 – Selective Demolition
a)	Remove existing soil, plants, and irrigation systems to expose cast-in-place (CIP) concrete wall and slab.
b)	At completion of other work, re-install soil, plants, and irrigation systems, keeping soil below bottom of coping-to-CIP concrete wall joint.
5.	Section 033110 – Coping and Guardrail Repairs
a)	Remove and store guardrails.
i.	Repair damage to guardrails. Provide touch-up painting as necessary to match existing paint according to Section 099101.
b)	Remove and store all coping above Capitol Extension Garage west entrance.
i.	Remove mortar and grout from coping and top of wall.
ii.	Drill holes in coping for dowel installation.
c)	Remove mortar and grout from architectural precast panels and CIP concrete.
d)	Install dowels in top of CIP concrete wall.
e)	Install waterproofing membrane in accordance with Section 071252.
f)	Re-install coping in new mortar bed on top of architectural precast panels and CIP concrete.
i.	If concrete is damaged during removal, repair concrete.
g)	Install sealant according to Section 079201.

6.	Section 071252 – Waterproofing
a)	Clean and decontaminate existing surfaces to accept waterproofing.
b)	Repair concrete according to Section 030141.
c)	Install sheet metal over cavity to bridge gap between top of architectural precast concrete panel and CIP concrete wall.
d)	Install waterproofing membrane at top of wall and down CIP concrete wall to slab.
e)	Terminate edges and joints with liquid membrane.
f)	Install liquid membrane at dowels.
g)	Install drainage composite and protection course.
h)	Install counterflashing.
7.	Section 079201 – Sealant Installation and Replacement
a)	Install sealant at joints at re-installed coping. Remove grout or mortar from joint if remaining after reinstallation of coping. Ensure joints are clean. In particular, the following joints are listed for Bidder's convenience; this list may not be exhaustive or comprehensive:
i.	Coping-to-coping.
ii.	Coping-to-CIP concrete.
iii.	Coping-to-architectural precast panels.
b)	Install fillet profile sealant in joints at coping-to-guardrail.
8.	Section 099101 – Remedial Painting
a)	Provide touch-up paint at guardrails locations of damaged paint to match existing.

#### 1.04 SUBCONTRACTORS

- A. Contractor is responsible for the work performed by Subcontractors, including work performed by Owner's preferred vendors listed above if they are retained as Subcontractors.
- B. Subcontractors are subject to acceptance by Owner.

### **1.05 COMMENTARY**

- A. Where used in these Specifications, "Commentary" provides supplemental, non-mandatory information to assist Contractor to interpret these Specifications. Commentary is set off from the text of the specifications by a box, and is not part of the Contract Documents.

### **1.06 GENERAL REQUIREMENTS**

- A. The Sections of Division 1 – General Requirements govern the execution of all Sections of the Specifications.
- B. Commencing the Work of each Section implies that Contractor has inspected and accepts the existing conditions, and that all pertinent RFIs have been answered sufficiently in accordance with Section 014301.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 013001**

### **ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 - GENERAL**

##### **1.01 MEETINGS AND COMMUNICATION**

- A. Attend all meetings called by Property Contact or Engineer. Contractor's representative at meetings shall have authority to bind Contractor, Subcontractors and suppliers to revisions, modifications, and decisions agreed upon.
  - 1. In addition to other meetings called from time to time, progress meetings will be held weekly during the Contract Time.
- B. Advise Engineer at least 24 hours in advance of progress meetings regarding items to be added to the agenda.
- C. Meetings will be scheduled a minimum of 48 hours in advance, unless agreed otherwise by all attendees.
- D. Initiate no communication (including meetings or telephone calls) directly with Owner or Property Contact, except where specifically required by these Specifications or regarding safety or an emergency. Engineer is the designated administrator of the Contract Documents, and shall be contacted prior to other parties for communication other than coordination of the Work.
- E. If anyone becomes injured at the site related to the Project, immediately notify Engineer and Property Contact by telephone; follow up within 24 hours with a written incident report, providing the cause of the injury, the person injured, and the actions taken.
- F. Some project communication will use electronic mail (email). Maintain an email account during the Project.
- G. Property Contact and Owner authorize the Contractor to contact them by telephone, fax, and e-mail concerning this Project (subject to the restrictions outlined above). Similarly, Contractor authorizes Engineer, Property Contact, and Owner to contact Contractor by telephone, fax, and e-mail concerning this Project. No further authorization will be required to comply with "do not call" laws or similar rule.
- H. Contractor shall reply to telephone or email messages within 2 business days after being sent by Owner or Engineer.

##### **1.02 SCHEDULE**

- A. Divide the Work into zones, and identify each zone with a unique number. Submit large-scale drawings identifying the zones.
- B. Submit a "graphic schedule" on building plan or elevation drawings showing projected future and actual past start and completion dates for each identifiable part of the Work in each Zone.

- C. Submit initial schedule before mobilizing to the site to commence the Work.
- D. Submit an updated schedule each time the previously submitted schedule becomes inaccurate, but no less often than with each application for payment.

### **1.03 COORDINATION, SEQUENCING, AND SCHEDULING**

- A. Coordinate the Work with Property Contact and conduct work in a manner to minimize inconvenience to tenants and management and to expedite the Work.
- B. Working Hours for this project are defined as 8:00 a.m. to 5:00 p.m. Monday through Friday. Notify Property Contact at least 48 hours in advance to coordinate Work to be performed outside of Working Hours (“After-Hours”).
- C. The work will require closure at the west garage entrance. Coordinate with the Property Contact to schedule After-Hours work as necessary to complete the project.
- D. Schedule work within 30 feet of the air intakes (or any louver or vent that might allow air into the building) to be performed when the fans are shut down. Coordinate schedule with Property Contact.
- E. Sprinkler systems that wet the substrate will need to be shut off a minimum of 48 hours prior to application of sealant or any water sensitive materials. Inform Property Contact at least 48 hours in advance of desired shut off time and verify that sprinklers do not wet the work zones. As soon as possible after installed material cures, inform Property Contact to re-activate sprinklers.
- F. Notify Property Contact at least 48 hours in advance of areas that may be required to be restricted from public access, including parking spaces.
- G. Provide sufficient and adequate materials, personnel, and equipment to facilitate rapid completion of the Work without undue delays.
- H. Coordinate scheduling, submittals, and Work of the various Sections of the Specifications to ensure efficient and orderly sequence of installation of interdependent construction elements.
- I. Coordinate and schedule phases of the Work of the Contract Documents with Property Contact, Engineer, Subcontractors, material suppliers and other parties as necessary to ensure the smooth and orderly transition of separate phases and to meet the schedule and requirements of Owner.
- J. To avoid conflict of operations or delay in completion of the Work, Engineer may provide Contractor with non-binding recommendations pertaining to the methods, sequencing, and priority of the operations, without taking responsibility for the execution or results thereof. Engineer will not be responsible for nor have control or charge over the acts or omissions of Contractor; Contractor shall remain solely liable for performance.

#### **1.04 DAILY CHECK-IN PROCEDURES**

- A. Each day, ensure that Superintendent checks-in (at minimum) via telephone call with the Property Contact.
- B. Wear Owner-provided badges (if any) conspicuously while working at site.

#### **1.05 LAVATORIES**

- A. Contractor is allowed to use lavatory facilities at the 1st floor of the Sam Houston State Office Building (located at 201 E. 14th Street).
- B. Contractor may be charged for damage to lavatory facilities or cleaning resulting from soiling greater than experienced through normal use by tenants.
- C. If lavatories are damaged or soiled, Contractor will need to provide a portable lavatory for their use at 13th Street and Colorado, near the Capitol Loading Dock, for the remainder of the project. Exact location shall be coordinated with Property Contact.

#### **1.06 STORAGE**

- A. Supply temporary, secure storage required for equipment and materials for the duration of Project within the barricaded work area.
- B. Coordinate exact location of temporary storage with Property Contact.
- C. Coordinate delivery of materials with Property Contact.
  - 1. Drivers and their vehicles entering through North Gate (located at 15th Street and Congress Avenue) are subject to screening by the Department of Public Safety. This may include personal background checks of drivers and vehicle inspections.
  - 2. Notify Property Contact at least 48 hours in advance if a vehicle needs to enter through the North Gate and submit the following information for each vehicle:
    - a) Driver's full name (first, last, middle initial).
    - b) Make, model, and license plate of vehicle.

#### **1.07 PARKING**

- A. The Owner will provide limited parking to the Contractor. Coordinate parking with Property Contact before commencing work.
- B. Do not leave Contractor vehicles on site or in garage overnight without the Property Contact's consent.

#### **1.08 TRASH DISPOSAL**

- A. It is acceptable to use Owner's trash disposal systems for small amounts of trash (no more than 3 bags daily). Do not place "non-compactable" construction debris (like concrete or bricks) in Owner's dumpster.
- B. Remove from the site materials that overfill the dumpster.

## 1.09 CHANGES TO SCOPE OF WORK

- A. The Specifications and Drawings reflect existing conditions to the best of Owner's and Engineer's knowledge. Should minor conditions be encountered which are not exactly as indicated, Contractor shall make modifications to the scope of work as required at no additional cost to Owner.
- B. To achieve satisfactory performance from the Work, it may be necessary to conduct unanticipated minor work items encountered during the course of the Work. On behalf of Owner, Engineer will suggest additional work items as appropriate. No Change Orders for additional payment will be considered for additional work items unless they represent a substantial change to the scope of Work.
- C. For substantial changes, promptly submit a Change Proposal, including changes in scope, price, or time. Change Proposal pricing shall be broken out and calculated as follows:
  - 1. Contractor's direct costs (including Subcontractors, material, labor, and equipment).
  - 2. Overhead and profit (combined factor), per the Bid Form.
  - 3. Cost of bonds, applied to the sum of the above items.

**Commentary - Non-Mandatory Information:** Proposed changes to the Contract Price or Contract Time that are not submitted by Contractor in a timely manner will not be considered by Owner. Owner is NOT obligated to compensate Contractor for work performed by Contractor that is beyond the scope of fully executed Contract Documents, Change Orders, and/or Work Change Directives.

## 1.10 WEATHER CONDITIONS

- A. Do not proceed with the Work under adverse weather conditions, immediately after rainfall (for water-sensitive products), or when climatic conditions are outside manufacturers' recommended limitations for installation. Proceed with the Work only when weather forecasts are favorable for proper development of the performance characteristics of the materials.
- B. Anticipate and include in the Contract Time adequate lost time due to adverse weather conditions that are normal for the site during the planned construction season.
- C. At Contractor's discretion, Contractor may designate a Weather Day for a day on which any of the following occur:
  - 1. The chance of rainfall at the site is forecast in advance to be 40 percent or greater.
  - 2. Rainfall occurs at the site.
  - 3. Rainfall on a previous calendar day has not evaporated completely, and wet substrates impair the proper execution of the Work.



4. The ambient temperature is above or below manufacturers' recommended limitations for installation of materials.
  5. The wind speed at the site exceeds 25 miles per hour for more than 1 hour.
- D. At Contractor's discretion, Contractor may perform non-sensitive work at the site on a Weather Day. However, Engineer will not monitor the Work on a day designated by Contractor as a Weather Day.
- E. Submit requests for Contract Time extensions due to inclement weather as they occur; do not wait until the end of the project. Submit with requests sufficient supporting documentation for Engineer to determine the legitimacy of Contractor's claim, including at a minimum:
1. Contractor's log of forecasted and actual weather conditions at the site; and
  2. Weather data downloaded from a governmental or recognized news agency Internet site.

**Commentary - Non-Mandatory Information:** The intent of these weather provisions is to define when a reasonable person would expect Contractor to work on the site. Working in inclement weather can be hazardous and can jeopardize the integrity of the Work. Contractor's proposed Contract Time should include a reasonable number of Weather Days, based on prevailing local conditions. If the actual designated Weather Days exceed the prevailing local conditions and Contractor has prosecuted the Work diligently, then the Contract Time may be extended; but it is Contractor's burden to substantiate a claim for increased Contract Time.

## 1.11 PROTECTION

- A. Provide barricades and signs in accordance with Section 015001.
- B. Protect building, property, equipment, roads, approaches, parking areas, loading dock areas, sidewalks, vehicles, and landscaping from damage due to the Work, including contamination, soiling, staining, or defacing.
- C. Protect installed work, and provide special protection if specified in individual technical specification Sections.

## 1.12 DAMAGE

- A. Conduct, and record on video, a pre-job damage survey of the site. Submit video with Pre-Construction Submittals.
- B. Immediately report to Property Contact and Engineer damage caused by Contractor.
- C. Accept responsibility for damage as having been caused by performance of the Work that is:
  1. Not reported by Contractor to the Property Contact in the pre-job damage survey as specified above,
  2. And discovered and reported to Contractor prior to Final Completion.

- D. Accept responsibility for damage to interior finishes in the tunnel below the memorial caused by water infiltration during the project, from Contractor's first mobilization to the site until Final Completion, except for leak locations identified during the pre-job damage survey or in Owner's logs (if any). Immediately report water infiltration discovered to Engineer and the Property Contact.
- E. At Owner's discretion, for damage caused by performance of the Work:
  - 1. Repair damage at no cost to Owner, and to the pre-job condition to Owner's satisfaction. Solicit specifications from Engineer for repair of damage prior to implementing repairs.
  - 2. Reimburse Owner for cost of repairs performed by others.
- F. Engage a specialty landscaping subcontractor to return landscaping damaged by Contractor to pre-Project condition after completion of Work. Obtain Property Contact's approval of replacement landscaping prior to planting. Unless otherwise agreed in advance, provide sufficient size and number of plants to ensure that landscaping grows back to pre-Project condition within 6 months after demobilization.
  - 1. Owner will trim trees and remove landscaping that interferes with the Work if and only if identified by Contractor in a submittal accompanying Bid. Contractor will be responsible for repair of landscaping damage.

**Commentary – Non-Mandatory Information:** Because Contractor is liable for damage discovered after the commencement of Work and not reported to the Property Contact, it is essential to perform a pre-job condition survey. A video survey is a useful and practical way to perform this task.

### 1.13 CIVILITY

- A. Ensure that personnel remain reasonably quiet during Building Operating Hours. Except in emergency, do not shout at the site.
- B. Recreational radios are not allowed on the site.
- C. No profanity, alcoholic beverages, or intoxication are permitted on the site.
- D. Congregate only in areas designated by Property Contact for personnel breaks and meals.
- E. Smoking is allowed only in designated areas outside at ground level, at least 15 feet from building and garage entrances. Pick up cigarette butts and discard into designated receptacles. No other type of tobacco, and no other type of smoking than cigarettes, is allowed anywhere on the property.
- F. No firearms are allowed on the site, concealed or otherwise. Possession of a handgun under authority of Texas Concealed Handgun Permit Law [V.C.S. art 4413 (29ee)] is prohibited.

### 1.14 CODES, ORDINANCES, FEES

- A. Perform Work in strict accordance with applicable codes and ordinances of regulatory agencies having jurisdiction over this Work or this Site.

- B. Obtain and pay for construction-related permits, including building permits, traffic lane or sidewalk closure permits, or utility taps and hook-ups if required. No additional compensation or increase in Contract Time will be made for the permit process.

#### **1.15 GUARANTEES AND WARRANTY**

- A. Upon achieving Substantial Completion, execute and submit the attached Contractor Warranty for a Correction Period of 3 years.
- B. Owner and Contractor acknowledge that the performance and payment bonds, if required for this project, only cover the first year of the Warranty Correction Period.
- C. Prior to the end of the Warranty Correction Period, Engineer intends to perform a visual survey to evaluate whether the Work is performing as intended.
- D. Provide longest and best available manufacturers' guarantees for the products used. If there is a cost associated with different guarantees, include in Contract Price the most expensive guarantees.
  - 1. For sealant, also provide Dow Corning's "Non-staining Limited Warranty" (for substrates that were submitted to Dow Corning and passed the testing).
- E. Perform field and laboratory testing necessary to obtain manufacturers' guarantees. Correct deficiencies required by manufacturers to issue guarantees at no cost to Owner.
- F. Provide guarantees that commence on the date of Substantial Completion.
- G. If Contractor fails to provide a written guarantee from a manufacturer in compliance with these Specifications, then the Contractor Warranty will be automatically extended (including both the Correction Period and the coverage) to provide Owner with equivalent protection.

### **PART 2 - PRODUCTS**

Not Used

### **PART 3 - EXECUTION**

#### **3.01 GENERAL**

- A. Independently verify dimensions shown on Drawings or these Specifications. Notify Engineer of discrepancies before commencing Work, ordering materials, or fabricating parts.
- B. It is the intent of these Specifications to transfer all risk to Contractor for the following issues. No Change Order will be considered for an increase in the Contract Price or Contract Time for these issues.
  - 1. The amount of joint widening actually necessary to achieve the minimum joint widths specified.

2. Dimensional variations from place to place on the memorial, or between actual field dimensions and those indicated in these Specifications and Drawings.
3. Consequences of moisture in or on substrates. Perform testing as necessary to determine whether moisture will interfere with the Work.
4. Unexpected consequences that arise directly from Contractor's substitutions (i.e., not including consequences that also would have arisen from the specified materials and/or methods), whether or not substitutions were approved by Owner or Engineer.
5. Providing an installation complete in every respect. In the event that additional details or special construction are required to complete the Work, Contractor shall furnish and install material and equipment usually furnished with systems or required to complete the installation. Where used in these Project Manual, unless specifically stated otherwise, the terms "provide", "furnish", and "install" each require procuring, delivering to the site, fabrication as necessary, and installing the materials, products, or components listed.

**END OF SECTION**

**SECTION 013011**  
**CONTRACTOR WARRANTY**

Date of Substantial Completion (Effective Date): To be determined

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OWNER:	<u>State Preservation Board</u>
Engineer:	<u>Building Diagnostics, Inc.</u>
Contractor:	<u>To be determined</u>
Address:	<u>To be determined</u>
Phone Number:	<u>To be determined</u>
Contract:	<u>Coping Repairs</u>
Project:	<u>Capitol Extension Garage, Austin, Texas</u>
Owner's Contract No.:	<u>NA</u>
Engineer's Contract No.:	<u>111-3820-A02</u>

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Contractor hereby warrants the Work for a Correction Period of 3 years from the date of Substantial Completion listed above.

The following provisions govern this warranty:

1. This warranty covers all labor, materials, equipment, supervision, overhead, profit, and incidental charges necessary to correct Defective Work not performing as intended, including:
  - a. Durability.
  - b. Weather resistance.
  - c. Consequential damage resulting from Defective Work.
2. This warranty shall be construed to require Contractor to perform Warranty Work, which is defined as investigating and replacing or re-executing Defective Work disclosed to Contractor by Owner within the warranty Correction Period.
3. If Contractor investigates Defective Work and finds that the reported conditions are in fact not related to the Work, Contractor shall only seek compensation from Owner for such investigation according to the terms of a written agreement signed by Owner prior to commencing such investigation. Failure to enter into such a written agreement in advance shall be construed as waiving any subsequent request for compensation.
4. All provisions of the Contract Documents shall pertain to the performance of Warranty Work. Neither Owner nor Contractor shall require a new written agreement for Contractor to perform Warranty Work.
5. Contractor shall commence Warranty Work within 30 days after receiving written notification from Owner of the existence of Defective Work, and diligently and continuously pursue completion of the Warranty Work.

6. When Defective Work has been corrected by replacement or rebuilding under the warranty, the warranty will be reinstated by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
7. Contractor is responsible for the cost of replacing or rebuilding Defective Work regardless of whether Owner has benefited from use of the Work through a portion of its anticipated useful service life.
8. This warranty is in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall the warranty Correction Period be interpreted as a limitation on time in which Owner can enforce such other duties, obligations, rights, or remedies.
9. Owner may make claims for Defective Work against Contractor first, and require Contractor to prosecute any sub-claims against manufacturers, suppliers, vendors, or subcontractors. This requirement to prosecute sub-claims shall survive the warranty period for the entire guarantee(s) period. However, Contractor will not be liable for product defects beyond the provisions of the guarantees provided from those manufacturers by Contractor to Owner.

By: \_\_\_\_\_  
Contractor (Authorized Signature)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**END OF CONTRACTOR WARRANTY**

**SECTION 013301**  
**SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Submit complete sets of submittals required by all Sections of these Specifications.
- B. Revise and update submittals as necessary to account for changed or substituted materials used on the Project.

**1.02 GENERAL**

- A. Submittals processed by Engineer do not become Contract Documents. The purpose of submittals is to establish a reporting procedure for Engineer to monitor Contractor's compliance with the Contract Documents. If deviations, discrepancies, or conflicts between submittals and the Contract Documents are discovered (before or after processing by Engineer), the Contract Documents shall control.
- B. Review of submittals by Engineer or Owner does not relieve Contractor from responsibility for compliance with the Contract Documents, or for errors that may exist in submitted information.
- C. Carefully review and coordinate all aspects of each item being submitted. Verify that each item and its appropriate submittal conform in all respects with the specified requirements.

**1.03 SCHEDULING**

- A. Make submittals far enough in advance of scheduled dates of commencement, execution or installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
  - 1. In scheduling, allow at least 1 calendar week for review by Engineer following receipt of Submittals.
  - 2. In scheduling, allow at least 2 calendar weeks for color selection(s) by Owner; see also Section 016001.
- B. Make revisions when required by Owner and/or Engineer and resubmit for review within 3 days after receipt. If submittals are rejected, submit corrected submittals before commencing portions of the Work related to those submittals.
- C. Accept responsibility for delays resulting from incomplete or rejected submittals.

## PART 2 - PRODUCTS

Not Used

## PART 3 - EXECUTION

### 3.01 SUBMITTAL PREPARATION

- A. Number consecutively and clearly identify submittals, including the Specification Section requiring each submittal. Show identification on at least the first page of each submittal, and elsewhere as necessary for positive identification of the submittal.
  - 1. If Engineer provides Contractor a blank submittal log at the commencement of the Contract Time, use the submittal numbering system shown on the log. A log may be provided as a convenience to Contractor; the log may not be inclusive of all required submittals.
- B. Submit **1 copy** of each submittal item specified in all Sections of the Specifications, unless indicated otherwise.
- C. Issue each submittal as an electronic document, where practicable. If not practicable for certain submittals, issue them on single-sided 8-1/2-inch by 11-inch copy paper.
- D. Accompany each submittal package with a letter of transmittal listing the submittals included, and describing information required for identification and checking.
- E. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review (for example, circle selected part numbers in tables with multiple part numbers).
- F. Partial submittals may be rejected for non-compliance with the Contract Documents.
- G. Review comments of the Engineer will be shown on the original submittal. Engineer will make and distribute necessary additional copies. Each submittal will be processed as follows and recorded on Engineer's copy of the submittal log:
  - 1. "No corrections noted" – forwarded to Owner without modification, with Engineer's recommendation for approval.
  - 2. "Make corrections noted" – forwarded to Owner with Engineer's modifications, with Engineer's recommendation for approval as modified.
  - 3. "Revise and resubmit" – rejected by Engineer and returned to Contractor for specific revisions.
  - 4. "Not acceptable; see remarks" – rejected by Engineer and returned to Contractor due to substantial non-compliance.



### 3.02 PRE-CONSTRUCTION SUBMITTALS

- A. Submit "Pre-Construction Submittals" in 1 complete set at least 1 week before the pre-construction meeting, or as otherwise specified.
- B. Contractor may temporarily mobilize to the site to perform preliminary tests and mock-ups after approval of insurance submittals, but may not commence production Work until Pre-Construction Submittals have been approved.
- C. For each material intended to be used, submit:
  - 1. Latest edition of pertinent manufacturer's published literature, including installation instructions and manufacturer's written recommendations for maintenance.
  - 2. Samples of materials, where practicable.
  - 3. Color charts for Owner's preliminary color selection; see Section 016001.
  - 4. Latest edition of Safety Data Sheets (SDSs; formerly known as Material Safety Data Sheets, or MSDSs).
    - a) Contractor's agreeing to fulfill this request for submittal of SDSs, as evidenced by the executed Contract Documents, shall constitute a representation by Contractor that Contractor is familiar with the safe use and handling of the products intended to be used; therefore, Contractor is encouraged to study the SDSs and provide copies to persons that may be affected by the products.
    - b) Maintain a copy of the approved submittal SDSs at the site, in the binder specified in Section 014301, readily accessible in case of emergency.
    - c) **DO NOT BRING ANY MATERIALS OR PRODUCTS TO THE SITE UNTIL RECEIVING APPROVAL OF THE SUBMITTED SDS.**
- D. Submit a letter from each manufacturer (1 letter for all of their products submitted is sufficient) stating that:
  - 1. They have reviewed these Specifications and Drawings.
  - 2. Their products are suitable for the intended purpose.
  - 3. Their products comply with applicable regulations for volatile organic compounds (VOCs).
  - 4. They will visit the site periodically to observe compliance with their installation requirements.
  - 5. They will issue a guarantee in accordance with the requirements of these Specifications.

6. Contractor is an acceptable applicator or installer of manufacturer's guaranteed system as herein specified.
  7. Their products are compatible with materials that they will contact, as disclosed in these Specifications and Drawings, including materials not produced by that manufacturer.
- E. Submit shop drawings for details that will deviate from Drawings; for which no detail is provided in Drawings; or which are required by other Sections of these Specifications.
1. Make shop drawings accurately to a scale sufficiently large to show pertinent aspects of the item, preferably using isometric views.
  2. Where practicable, submit shop drawings on 8-1/2 -inch by 11-inch copy paper. If necessary, increase size to 11-inch by 17-inch copy paper. If necessary submit shop drawings over 11 inches by 17 inches in triplicate blue line or black line prints of each sheet.
- F. Submit the following additional items:
1. Permits required by the local municipality. Contractor is solely responsible for obtaining necessary permits.
    - a) If Contractor believes that no permits are required, Contractor shall submit a notarized letter stating that, to the best of Contractor's knowledge, no permits are required.
  2. Insurance certificates issued to Owner by Contractor's insurance carrier listing coverages as specified in the General and Supplementary Conditions. Certificates shall include:
    - a) Contractually required Additional Insureds.
    - b) Coverage amounts not less than those specified.
    - c) Waivers of subrogation.
  3. Construction Performance and Payment Bonds.
  4. Designation of zones, in accordance with Section 013001, on large-scale plan or elevation drawings.
  5. Preliminary project schedule, in accordance with Section 013001.
    - a) Include itemized list of proposed mock-ups, and schedule for completing them, as required in Section 014301.
  6. A brief summary of Contractor's proposed typical daily schedule (i.e., start, end, break times, and meal times).
  7. Designation of Superintendent, as required in Section 013001; include statement verifying that Superintendent has authority to make binding decisions for Contractor.

- a) “Superintendent” is used throughout these Project Manual. However, Contractor may designate a Foreman to fulfill the duties of the Superintendent.
- 8. The Binder specified in Section 014301, for review; the binder will be returned for use during the Work.
- 9. Blank copies of the specified guarantees.
- 10. For each Subcontractor:
  - a) Copy of fully executed subcontract.
    - i. Engineer’s review of such subcontracts is cursory, for the limited purpose of confirming that these Contract Documents are incorporated.
  - b) Insurance certificates (same coverage requirements as Contractor).
- 11. Emergency action plan, including:
  - a) Emergency contact names and phone numbers for:
    - i. Contractor’s office and key personnel.
    - ii. Subcontractors’ office and key personnel.
    - iii. Supplier of scaffolding or other major equipment, if rented.
    - iv. Engineer’s personnel (obtain from Engineer).
    - v. Owner’s personnel (obtain from Owner).
  - b) General Building Evacuation: Contractor training on building’s egress routes from maintenance areas.
  - c) Proposed procedures and responsibilities for contractor, property management, building maintenance engineering staff, and/or building security for each of the following situations:
    - i. Equipment malfunction.
    - ii. Power outage.
    - iii. Life-threatening situation.
    - iv. Personal injury or medical emergency.
    - v. Severe weather.
- 12. Barricading plan, in accordance with Section 015001.
- 13. Pre-job damage survey video, in accordance with Section 013001.
- 14. Special training certifications required by Owner or OSHA.
- 15. If fuel-powered generators are used, submit fuel information in accordance with Section 013301 3.02.C.

16. If fire extinguishers or other fire suppression equipment will be on-site, submit product information and SDS in accordance with Section 013301 3.02.C.
17. Other items required in other Sections of these Specifications or the General or Supplementary Conditions.

### **3.03 POST-CONSTRUCTION SUBMITTALS**

- A. Submit "Post-Construction Submittals" at demobilization.
  1. Request for Designation of Final Completion, with completed (initialed) punch-list.
  2. Record Documents in accordance with the General Conditions and supplementary records showing work performed, batch numbers used, and deviations from Contract Documents.
  3. The Binder specified in Section 014301.
  4. Final Application for Payment for the Work, not including retainage.
  5. Completed warranty (Contractor), with no deviations from the approved Pre-Construction Submittals.

### **3.04 FINAL SUBMITTALS**

- A. Submit Final Submittals as soon as they are available (which may be after the Contract Time has expired). These submittals need not be issued together, but as soon as each is available.
  1. Completed manufacturers' guarantees, with no deviations from the approved blank copies submitted with Pre-Construction Submittals.
  2. Unconditional Affidavit of Release of Liens (for all payments but retainage).
  3. Application for Payment for retainage, dated no earlier than the date that the last Final Submittal is issued; retainage applications will be rejected until all other Final Submittals have been received.
- B. If 90 days after Substantial Completion the Final Submittals have not been received by Engineer, Engineer may elect one of the following options, at Engineer's sole discretion:
  1. Designate Final Completion if documents within Contractor's control have been submitted (i.e., not including manufacturers' guarantees).
  2. Close out the Project without processing Contractor's Application for Payment for retainage (i.e., Contractor forfeits retainage, not as a penalty, but as reimbursement to Owner for the additional necessary coordination services performed by Engineer).

### 3.05 PROPOSED SUBSTITUTIONS

- A. If a product was erroneously specified, discontinued, or otherwise not available or suitable, submit a Request for Information rather than a substitution request; Engineer will provide supplemental design information. Otherwise, it is intended that the Work shall be completed with the products specified. Further, it is essential to obtain competitive bids based on the same products and procedures.
- B. Requirements for proposed substitutions before Bidding are provided in Section 002113, Instructions to Bidders. Nevertheless, proposed substitutions may be considered during construction if one of the following applies:
  - 1. There is a compelling reason that benefits the Owner, such as cost savings, superior availability, or anticipated improved performance; or
  - 2. If no product was specified in the Project Manual to fulfill a particular requirement, or was specified by reference standards or description only, then products submitted meeting the specified requirements will be considered.
- C. Requests for substitutions accompanied by insufficient data will not be considered. No substitution will be considered unless request includes information required in the General Conditions and:
  - 1. A complete description of the proposed substitution.
  - 2. The name of the material or equipment for which it is to be substituted
  - 3. Drawings, cuts, samples, performance and test data, and other data or information necessary for a complete evaluation.
  - 4. The proposed increase or decrease in the Contract Time and Contract Price.
- D. Submission of a proposed substitution shall constitute a representation by Contractor that Contractor has investigated the proposed product and determined that it meets or exceeds the requirements of the specified product.
  - 1. See also the discussion of Contractor's liability for unexpected consequences of substitutions in Section 013001.
- E. If proposed substitutions are not accepted in writing by Engineer or Owner, the Work shall be completed with the products and procedures specified for the Contract Price and within the Contract Time.

### 3.06 APPLICATIONS FOR PAYMENT

**Commentary - Non-Mandatory Information:** Engineer considers the AIA's software to be the state of the art for electronic applications for payment. Contractor is encouraged to use it.

- A. Submit Applications for Payment using duly licensed AIA G703 forms.
  - 1. Ensure math is checked for rounding errors.
  - 2. Unless otherwise approved in advance, the line items on Applications for Payment shall match the line items on the Bid Form.

3. Submit an Application for Payment exactly 1 time each month during the Contract Time, except if no payment is due.
  4. Unless approved in advance, do not include stored material in the items for “Completed and Stored.” Charge only for completed work.
- B. With each Application for Payment, submit:
1. An updated project schedule.
  2. An affidavit of Release of Liens, conditional for payments applied for and not yet received and unconditional for previous payments received.
    - a) Engineer’s review of lien releases is for form only, not content.
  3. A spreadsheet summarizing the following items, and the back-up documentation for each item:
    - a) The quantities performed of Allowance and unit rate work items.
    - b) A cumulative accounting of Weather Days encountered to date (not just since previous accounting).
    - c) Items that may require a Change Order due to an adjustment of quantity or any other reason of which Contractor is aware.

**END OF SECTION**

## **SECTION 014201**

### **REFERENCES**

#### **PART 1 - GENERAL**

##### **1.01 ABBREVIATIONS AND ACRONYMS**

- A. The abbreviations and acronyms defined in this Section 014201 are provided as a convenience and may not be inclusive of all abbreviations and acronyms used in these Specifications:
1. AFCI: Arc-Fault Circuit Interrupter.
  2. GFCI: Ground Fault Circuit Interrupter.
  3. RFI: Request for Information.
  4. CIP: Cast-In-Place.
  5. CSP: Concrete Surface Profile.

##### **1.02 REFERENCE STANDARDS**

- A. Perform Work in accordance with the latest edition of specified documents from the following organizations:
1. ACI: American Concrete Institute.
  2. ASTM: ASTM International (formerly American Society for Testing and Materials).
  3. OSHA: Occupational Safety and Health Administration of the federal Department of Labor.
  4. SSPC: Society for Protective Coatings.
  5. SWRI: Sealant, Waterproofing, and Restoration Institute.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**SECTION 014301**  
**QUALITY ASSURANCE**

**PART 1 - GENERAL**

**1.01 DESIGN INTENT**

- A. Engineer designed the Work conveyed in these Contract Documents for Owner's benefit. These Contract Documents are between Owner and Contractor only. Nothing contained in these Contract Documents shall create a contractual relationship with Engineer. Contractor acknowledges that Engineer owes Contractor no duty.
- B. Owner and Contractor acknowledge that the normal design process continues throughout construction, as issues arise. Therefore, communication with Engineer during construction is essential, and Engineer welcomes Contractor's comments, ideas, and questions.
- C. Contractor shall issue Requests for Information (RFIs) to Engineer in a timely manner, in writing (preferably by electronic mail).
  - 1. Number each RFI.
  - 2. Indicate the latest date by which a response is needed so as not to delay the Work. Allow at least 3 business days after receipt for a response (complex issues may require longer to research).
  - 3. Maintain a log of RFIs showing the status of each.
  - 4. If practicable, include a proposed solution to each issue raised in an RFI.

**1.02 CONTRACTOR**

- A. Maintain an effective quality assurance program, independent of activities by Owner, Engineer, or manufacturers. Contractor may not rely on Owner's monitoring nor on Engineer's monitoring (which is performed on behalf of Owner) as a substitute for performing Contractor's own quality assurance program.
- B. Accept sole responsibility for the quality of the Work.
- C. Provide copies of these Specifications and Drawings to subcontractors and manufacturers.
- D. Notify Engineer orally, followed in writing, of conditions that Contractor believes will yield unsatisfactory performance, or of items of non-conformity between these Specifications and manufacturers' recommendations or instructions, or of discovered errors or omissions. Failure to submit written notification shall be construed as a representation by Contractor that the Contract Documents are acceptable to Contractor, that they are sufficient in scope and detail to indicate and convey understanding of terms and conditions for performance and furnishing of the Work, and that Contractor reasonably believes the Work will perform as intended.



- E. Maintain a 3-ring binder at the site during the project. Update binder at least once per week and allow Engineer to review during site visits. Maintain the following information in tabbed divisions:
1. A copy of the final Specifications and Drawings from the fully signed Contract Documents, with annotations showing changes made during the Work.
  2. Change Orders, Work Change Directives, and Field Orders.
  3. Correspondence between Contractor, Engineer and/or Owner.
  4. Meeting minutes.
  5. Site visit reports.
  6. Schedules.
  7. Daily logs of work completed and materials used, including batch numbers.
  8. Approved submittal product data sheets and SDSs.
  9. Complaint log, listing complaints received from any party of any nature, and the actions taken and resolution, with dates.
  10. The other Record Documents listed in the General Conditions.

#### **1.03 SUPERINTENDENT**

- A. Designate 1 person to serve as the site Superintendent. The Superintendent shall have a minimum of 5 years experience performing work similar in scope and size to this Work.
- B. Use reasonable means to ensure that the same person serves as Superintendent from the commencement of the Work through Final Completion.
- C. The Superintendent shall be the single point of contact at the site for communication regarding the Work, and shall have the authority to make binding decisions for Contractor.
- D. The Superintendent shall remain available at the site at all times that Contractor's personnel are performing work at the site.
- E. Superintendent shall remain accessible by a cellular phone during working hours.
- F. For cause, Owner may require replacement of personnel (including Superintendent) if they are not fulfilling their duties in the best interests of the project.

#### **1.04 MONITORING AND DEFECTIVE WORK**

- A. Engineer intends to periodically monitor the Work for general compliance with the design intent and with the Contract Documents, and to observe the progress and status of the Work.
- B. During the course of the Work, e-mail Engineer daily to update the progress of the work.

1. With Engineer's input, standardize the format and distribution list for the daily e-mails, and use the approved format and distribution throughout the project. Include complaints and resolutions; weather; number of personnel working; work type and locations performed that day; and work type and locations planned for next day.
- C. Engineer will make a hand-written report of each site visit. If requested by Engineer, Contractor's Superintendent shall sign each report to acknowledge that he has reviewed it, whether or not he agrees with the information reported.
- D. Engineer will provide periodic reports of activities and Defective Work items in a timely manner to Owner and Contractor. However, Defective Work shall be corrected when it is reported (subject to Owner's discretion as outlined below), regardless of whether the report is timely.
  1. If Engineer or Owner does not discover or report a Defective Work item, that item shall not be considered accepted.
  2. Erroneous approval by Engineer or Owner of Work shall not be binding if that Work is later discovered to be Defective.
  3. Once reported to Contractor, Defective Work items shall be considered to require correction (subject to Owner's discretion as outlined below) until they are actually corrected, regardless whether they are mentioned again.
- E. Notify Engineer at least 48 hours before concealing completed work. Work concealed before approval by Owner or Engineer shall be considered Defective and shall be uncovered at Contractor's expense.
- F. When a portion of the Work is designated by Engineer or Owner as Defective, Contractor shall correct the Defective Work with no increase in the Contract Time or Contract Price.
  1. However, at Owner's sole discretion, Owner may accept the Defective Work; then Contractor shall proceed with the remainder of the Work without correcting the reported Defective Work, and accept reduced payment as recommended by Engineer. This option is reserved for situations in which there are compelling issues such that correction by Contractor would burden the Owner (e.g., scheduling delays).
- G. When a portion of the Work is designated by Engineer or Owner as Defective, Contractor shall promptly investigate the extent to which similar work has the same conditions. All similar work shall be considered Defective until the full extent of the defective conditions is documented by Contractor to Owner's satisfaction.

## **1.05 MANUFACTURER'S REPRESENTATIVES**

- A. Ensure that manufacturers' representatives perform site visits at the beginning, regularly during, and at Substantial Completion of the Work.

- B. Notify Engineer of manufacturers' representatives planned site visits in a timely manner so that Engineer can coordinate his site visits to correspond. Ensure that manufacturers visit the site only after notifying Engineer.
- C. Provide to Engineer copies of correspondence obtained from manufacturers pertinent to the Work promptly after correspondence is received.

**Commentary - Non-Mandatory Information:** It is in the best interest of all parties that manufacturers are fully involved in the project, to ensure the successful use of their products. Therefore, submittals are required to demonstrate that the manufacturers are familiar with the project, and it is required that they visit the site as often as possible. It is the Contractor's responsibility to ensure manufacturers' involvement.

## **1.06 CREW QUALIFICATIONS**

- A. Contractor's personnel shall have a minimum of 5 years documented experience performing similar work satisfactorily.
- B. Each person performing work on this project shall be individually pre-qualified as follows:
  - 1. Attend a training session with Engineer, during which SWRI's training video will be viewed and discussed.
    - a) Contractor shall provide latest edition of SWRI's training video (DVD), as well as a television and DVD player with remote control.
    - b) Contractor shall also provide a translator if the DVD is not in English, or if personnel present do not speak English fluently.
  - 2. Conduct a mock-up of the Work that individual will perform during production, as specified below.

## **1.07 MOCK-UPS**

- A. Perform a mock-up of each portion of the Work within 7 days after the Contract Time commences to run, and at least 7 days prior to commencing production work of that type.
  - 1. Submit a proposed schedule for commencing mock-ups for items not commenced within these times, even for those items for which mock-ups or production work cannot possibly, reasonably, or obviously be commenced within these times. Include the proposed location where each product combination will be applied.
  - 2. Coordinate schedule with Engineer at least 48 hours in advance of performing mock-ups.
  - 3. Ensure that a manufacturer's technical representative is on site to observe the mock-ups.
- B. Select areas to perform the mock-ups that are:
  - 1. Representative of the majority of the typical work on the project.

2. Readily accessible by Property Contact for review.
  3. In inconspicuous locations.
- C. The first work performed of each type may be designated as the mock-up, and, if accepted, may remain as part of the Work.
1. Until mock-up is approved, perform no additional work of that type.
  2. Perform the mock-ups using the same materials, preparation and application procedures to be used in the production work. The mock-ups shall reflect the proposed color, texture, and workmanship expected during the work.
  3. On behalf of Owner, Engineer will approve or reject mock-ups. If accepted, the mock-ups will establish the standards for the quality, appearance, products, and procedures of the Work.
  4. Approval of mock-ups does not constitute waiver of any provisions of the Contract Documents unless such deviations are specifically approved in writing.
- D. Allow the mock-ups to remain undisturbed during the Work as a standard for judging completed work.
- E. Remove and replace rejected mock-ups at no additional cost to Owner.

## **PART 2 - PRODUCTS**

Not Used

## **PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 015001**

### **TEMPORARY FACILITIES AND CONTROLS**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Provide or coordinate with Property Contact the use of temporary power, water, barriers and other construction facilities.

#### **PART 2 - PRODUCTS**

Not Used

#### **PART 3 - EXECUTION**

##### **3.01 TEMPORARY POWER SERVICE**

- A. The Owner will provide limited power on site. Provide gasoline powered electric generators for any additional power requirements.
  - 1. If generator noise disturbs tenants, move them away from the adjacent building, perform work After-Hours, or provide noise muffling for the generators.
- B. Provide arc-fault and ground fault circuit interrupters on power cords (AFCI and GFCI).

##### **3.02 TEMPORARY WATER SERVICE**

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise appropriate measures to conserve water.

##### **3.03 TEMPORARY FIRE PROTECTION**

- A. Maintain a minimum of 1 30-pound Type ABC Dry Chemical fire extinguisher in each work area.

##### **3.04 DRINKING WATER**

- A. Provide drinking water, which shall be cooled in warm weather, for workmen and job personnel. Provide containers of water and paper cups at convenient locations where work is being executed.

##### **3.05 BARRICADING**

- A. Provide barricades, walk-through sidewalk covers, fences, netting, and signs sufficient to:
  - 1. Completely protect persons and property below and adjacent to work areas, and control traffic from exterior walls out to curbs (and beyond if necessary) so that the public is not exposed to hazards from the work.
  - 2. Prevent unauthorized entry into work areas.

- B. Provide signs, professionally printed in large black letters on a bright background color, reading “no parking”, “workers above”, etc., as necessary to supplement the barricades.
- C. Barricades may be previously used or rental equipment, but shall be constructed with reasonable quality, with straight and plumb lines. Ensure that materials and workmanship are commensurate with the building being protected. Paint barricades to match building or as required by Owner to minimize aesthetic detracton.
- D. Submit a plan-view drawing showing the proposed barricading.

**Commentary - Non-Mandatory Information:** As stated elsewhere in the Contract Documents, Contractor is solely responsible for site safety, including protecting the public. The exact manner of protecting the public is not specified because it is the Contractor’s responsibility. Contractor must provide barricades to prevent pedestrians from accessing unprotected areas. Fences may be used to direct pedestrians.

### **3.06 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary equipment, facilities and materials, prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary services and connections.
- C. Restore existing facilities used during construction to pre-construction condition.

**END OF SECTION**

**SECTION 016001**  
**PRODUCT REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. Provisions for the quality and handling of materials.

**1.02 QUALITY ASSURANCE**

- A. Provide best available type of the products specified. If there is a cost associated with different variants of specified products, include in Contract Price the most expensive type.
- B. Comply with the Contract Documents and referenced standards as minimum requirements.
- C. Ensure that materials are new (not surplus), first quality (not rejected from other projects or “seconds”), and delivered to site in the manufacturer's original, unopened, and properly labeled containers.
- D. Ensure that product labels indicate the manufacturer's name; name and type of material; color; mixing and installation instructions; and curing time, if applicable.
- E. Ensure that containers of those materials having a critical shelf life bear the date material was packaged or the expiration date of the material. Remove from site material for which the normal shelf life has expired.
- F. Maintain containers in a clean condition, free of foreign materials and residue.
- G. Do not re-use materials or components removed from existing structure, except as specifically required or allowed by Contract Documents.

**1.03 DELIVERY**

- A. Transport products by appropriate methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging.
- B. Provide equipment and personnel to handle products by appropriate methods to prevent soiling or damage.
- C. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

**1.04 STORAGE**

- A. Store products in accordance with manufacturer's instructions with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. Neatly arrange the products in storage to provide access for inspection. Periodically inspect products to ensure that they are undamaged and maintained under required conditions.

## **1.05 COLOR SELECTION**

- A. For each material or product requiring color selection, submit standard color chart (or chips or fan, as available from each manufacturer).
  - 1. Submit 1 copy directly to Owner, to expedite selection.
  - 2. Submit 1 copy to Engineer at the same time, to facilitate communication.
  - 3. Maintain 1 copy.
- B. For paints and coatings:
  - 1. From the submitted color chart, Owner will select up to 4 Preliminary Colors for each substrate.
  - 2. Provide 2 copies of 8-1/2-by-11-inch drawdown card for each Preliminary Color selected by Owner (1 for Engineer, 1 for Owner).
    - a) Include pigment formula label on the front (coated side) of each drawdown card.
    - b) Use only non-fading inorganic pigments.
  - 3. If Owner rejects all of the Preliminary Colors for substrate, repeat the process above until Owner selects Test Colors.
  - 4. Owner will select up to 2 Test Colors for application on mock-up areas.
  - 5. Provide 1 gallon of coating system topcoat product for each Test Color selected by Owner.
  - 6. Apply a mock-up of each Test Color. Each mock-up shall be a minimum of 2-feet by 2-feet.
- C. For sealants and other products:
  - 1. From the submitted color chart, Owner will select up to 4 Test Colors for each substrate for application on mock-up areas.
  - 2. Apply a mock-up of each Test Color. Each mock-up shall be a minimum of 2 feet long.
- D. Owner will select Final Colors from mock-ups. Owner's approval will be for appearance only, and shall not constitute approval of the mock-up for any other purpose.
- E. If Owner rejects all of the Test Colors for substrate, repeat this process until Final Colors are approved.
- F. No increase in Contract Price will be considered unless Owner fails to select Final Colors reasonably efficiently and Contractor obtains approval before incurring additional costs.



**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

## **SECTION 017401**

### **CLEANING AND WASTE MANAGEMENT**

#### **PART 1 - GENERAL**

##### **1.01 HOUSEKEEPING**

- A. Provide required personnel, equipment, and materials needed to maintain the site in a clean condition throughout the project duration. Except as may be specifically provided otherwise in the Contract Documents, “clean” shall be construed to mean the level of cleanliness generally provided by skilled cleaners using commercial quality maintenance equipment and materials.
- B. Use only cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the materials.
- C. Provide adequate storage for items awaiting removal from the site, with appropriate measures for fire safety and the ecology of the surrounding area.
- D. Do not store flammable or odor-causing materials or rubbish overnight or near air intakes for building.
- E. Do not allow rubbish to accumulate or to remain on the premises or site beyond a reasonable length of time. Remove trash daily from the work area.
- F. Do not drop or throw rubbish or waste from one level to another.
- G. Immediately after unpacking materials, collect and remove from the premises packing case lumber or other packing materials, wrappings and other like flammable wastes.
- H. Assume sole responsibility for leaving Work, including that performed by subcontractors or vendors, in a clean and proper condition, satisfactory to Owner.
- I. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution regulations.
  - 1. Do not burn or bury rubbish or waste materials on the site.
  - 2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.

##### **1.02 FINAL CLEANING**

- A. Remove marks, stains, fingerprints, and soil or dirt from painted, decorated, and stained work, ceiling and wall surfaces, window frames and glass, doors, and clean as required to leave in first class condition.
- B. Sweep and/or vacuum surfaces clean prior to final payment.
- C. Upon completion of the Work, thoroughly clean the site and surrounding grounds, and remove and dispose of trash and rubbish left in the course of the work.
- D. As Work progresses, remove construction soiling from each zone.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION**

**SECTION 024113**  
**SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. See table in Section 011101.

**1.02 SEQUENCING AND SCHEDULE**

- A. Submit plan for the Work in sufficient detail to demonstrate that it will be performed in a safe and prudent manner.

**PART 2 - PRODUCTS**

- A. Not used.

**PART 3 - EXECUTION**

**3.01 PROTECTION**

- A. Protect all adjacent work and materials by suitable coverings or other methods during the progress of work. Protect against any possibility of flying debris and damage.

**3.02 DEMOLITION**

- A. Perform all selective demolition work as required to complete the Work in a safe, proficient manner.
- B. Remove existing plants and irrigation systems as part of work. Re-install at conclusion of work.

**3.03 EXCAVATION AND BACKFILL**

- A. Call to identify buried utilities prior to digging.
- B. Remove soil along wall for waterproofing installation as part of the work.
- C. Store soil for re-installation.
- D. Backfill where soil was previously removed. Compact to limit subsidence of the soil. Provide additional soil as necessary.

**3.04 DAMAGE**

- A. Repair damage at no cost to Owner, or reimburse Owner for cost of repairs of damaged to surrounding structure, caused by demolition operations or improper storage. Perform repairs to Owner's satisfaction, to the extent that it is returned to the pre-construction condition. Submit repair procedures to Engineer prior to implementing repairs.

**3.05 CLEANING**

- A. Remove all rubbish and accumulated materials of any nature not caused by others at the end of each workday. Leave work area in a clean, orderly and acceptable condition.

**END OF SECTION**

**SECTION 033111**  
**COPING AND GUARDRAIL REPAIRS**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. See table in Section 011101.

**1.02 QUALITY ASSURANCE**

- A. Comply with manufacturer's recommendations for environmental conditions under which systems can be applied, including ambient and surface temperatures.
- B. Notify Engineer in writing immediately upon discovery of any adverse condition that might affect the performance of the work described in these Specifications.
- C. Welding:
1. Qualify welding processes and welding operators in accordance with AWS "Standard Qualification Procedure".
  2. For fabrication of work which will be exposed to view, use only materials that are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness. Remove blemishes by grinding, or by welding and grinding, prior to cleaning, treatment, and application of surface finishes.
  3. Comply with AWS code for procedures, appearance and quality of welds, and methods used in correcting welding work. Assemble and weld built-up sections by methods that will produce true alignment of axis without warp.
  4. Weld corners and seams continuously to comply with AWS recommendations and the following:
    - a) Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
    - b) Obtain fusion without undercut or overlap.
    - c) Remove welding flux immediately.
    - d) At exposed connections, finish exposed welds and surfaces smooth and blended so that no roughness shows after finishing and contour of welded surface matches those adjacent.

**PART 2 - PRODUCTS**

**2.01 COPING AND GUARDRAILS**

- A. Re-use existing coping.
- B. Re-use existing guardrails.

**2.02 COPING RE-INSTALLATION ACCESSORIES**

- A. Dowels: 3/4-inch formed stainless steel Type 304 or 316L, 2 inches long.

- B. Shims: plastic, sized as required for application.
- C. Thin-Set Mortar: “Laticrete 4237 Thin-Set Mortar Additive” and “Laticrete 211 Crete Filler Powder”, as manufactured by Laticrete International, or approved equal.
- D. Thick-Set Mortar: “Laticrete 226 Thick Bed Mortar Mix” and “Laticrete 3701 Mortar Admix”, as manufactured by Laticrete International, or approved equal.
- E. Injectable mortar: “HIT-RE 500SD”, as manufactured by Hilti, or approved equal.

## **2.03 COPING PATCHING MATERIALS**

- A. Resin: “Custom System 45 Type CN” by Edison Coatings, Inc. (Edison), Plainville, CT, (800) 341-6621. Prepare color-match samples using pieces of concrete to be patched. See Section 016001 for color selection process.
- B. Primer and Bonding Agent: “System 49-CPBA” by Edison.
- C. Surface retarder: “System 22 Set Retarder” by Edison.
- D. Aggregate: crushed stone aggregate to match existing exposed aggregate in precast concrete.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION**

- A. Remove and store existing guardrails. Exercise care in removing guardrail to ensure the surrounding coping is not damaged.
  - 1. Use mechanical means to remove existing grout or epoxy from guardrail stanchions.
  - 2. Repair existing guardrails and replace missing components by welding and mechanical means.
  - 3. Paint guardrails to match existing and east guardrail according to Section 099101.
- B. Remove and store existing coping on top of wall. Exercise care in removing coping to ensure the surrounding concrete is not damaged.
  - 1. Use mechanical means to remove existing mortar from coping.
  - 2. Identify each coping unit with a unique number and note location on drawings so that coping can be re-installed at same location.
  - 3. Document and notify Engineer of any unexpected condition after removing coping, such as evidence of water infiltration.
  - 4. Protect concrete and adjacent surfaces from damage during removal and storing of materials.
  - 5. Mask surrounding materials as necessary to prevent damage.
- C. Drill corresponding holes for dowels in CIP concrete wall and coping units.

- D. Install dowels into top of CIP concrete wall. Ensure equal spacing between vertical guardrail posts with minimum 2 dowels per coping unit.
- E. Install waterproofing, sheet metal, and counterflashing according to Section 071250.

### **3.02 COPING INSTALLATION**

- F. When ready to set coping, apply thin-set mortar.
  - 1. Before setting, ensure that the coping units are clean, free of dirt and foreign matter, and dry on all sides.
  - 2. Apply thin-set mortar to substrate with the flat side of the trowel, pressing firmly into place. Comb on additional thin-set mortar with the notched side. Use proper sized notched trowel to insure full bedding of the coping panel.
  - 3. Spread as much thin-set mortar as can be covered with coping within 15 minutes.
  - 4. “Back-butter” coping to provide full bedding and firm support.
- G. Place coping into wet, sticky thin-set mortar and beat in using a beating block and rubber mallet to embed coping and adjust level.
  - 1. Match pattern and configuration of coping prior to removal and ensure that joints line up.
  - 2. Remove excess mortar and mortar droppings with a trowel after units have been laid. Clean all surfaces fully.
  - 3. Clean joints to allow for sealant and backer rod installation.
  - 4. Do not pound or move coping units after they are set in position. Where an adjustment must be made after mortar has started to harden, remove mortar and replace with fresh mortar.
- H. If coping is damaged during removal or re-installation, repair Coping Patching Materials according to Manufacturer’s instructions.
- I. Install sealant in coping joints according to Section 079201.

### **3.03 GUARDRAIL INSTALLATION**

- A. At inconspicuous location (underside) of stored coping, apply injectable mortar to test color stability.
- B. Install guardrail in previous locations with injectable mortar. Ensure guardrail is plumb and level.
- C. After mortar has fully cured based on the manufacturer’s instructions, install fillet sealant at guardrail-to-coping joint according to Section 079201.

### **3.04 REJECTION CRITERIA**

- A. The Work may be rejected for any non-compliance with these Contract Documents, including the referenced industry standards and manufacturer's recommendations. In particular, the following Rejection Criteria are listed for Contractor's convenience; this list may not be exhaustive or comprehensive:
1. Coping not matching the existing configuration or specified tolerances.
  2. Coping joints not lining up with adjacent joints.
  3. Coping not adequately cleaned.
  4. Guardrail is not plumb and level or does not match the existing configuration.

**END OF SECTION**



**SECTION 071251**  
**WATERPROOFING MEMBRANE**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES**

- A. See table in Section 011101.

**1.02 QUALITY ASSURANCE**

- A. Contractor Qualifications:
1. Contractor must have minimum 5 years of successful experience in installation of self-adhering waterproofing membrane systems.
  2. Contractor must be approved by the membrane manufacturer for installation of their products.
- B. Manufacturer Qualifications:
1. Upon completion of the installation, a technical representative of the membrane manufacturer must perform an inspection to confirm that the waterproofing system has been installed in accordance with manufacturer's published specifications and details.

**1.03 SUBMITTALS**

- A. Provide written documentation that installers have attended and passed application course required by waterproofing membrane manufacturer.

**1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**

- B. Deliver materials to jobsite on pallets. Provide cover on top and all sides, allowing for adequate ventilation.
- C. Do not allow waste products (petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat) or direct steam venting to come in contact with primary or secondary waterproofing materials.
- D. Store primer, mastic, protection course, rubberized asphalt, waterproofing membranes, and sheet membrane flashing materials in a dry area away from high heat, flames or sparks.
- E. Store only as much material at point of use as required for each day's work.

**1.05 PROJECT CONDITIONS**

- F. Comply with manufacturer's recommended minimum and maximum installation temperatures. Work may be continued in cold, dry weather providing that all provisions of these specifications are observed.
- G. Conduct no work on damp, wet or snowy surfaces. Be prepared to immediately protect incomplete installations from damage by inclement weather, which may occur unexpectedly. The Contractor will be held responsible for protecting installed waterproofing membrane from damage.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURER**

- A. Basis of Design: Carlisle Coatings and Waterproofing
  - 1. Obtain waterproofing membrane systems including primer, protection course, drainage composite insulation, filter fabric, and flexible flashing from a single source supplier for required warranty.

### **2.02 WATERPROOFING MEMBRANE**

- A. Below-grade Waterproofing Membrane: “MiraDRI 860/861” as manufactured by Carlisle Coating and Waterproofing.
- B. Waterproofing Membrane: “CCW 705” as manufactured by Carlisle Coatings and Waterproofing.
- C. Primer: “CCW-702” as manufactured by Carlisle Coatings sand Waterproofing.
- D. Liquid Component Membrane/Mastic: “LM-800XL” as manufactured by Carlisle Coatings and Waterproofing.

### **2.03 PROTECTION COURSE**

- A. Protection Course: “CCW 200V” as manufactured by Carlisle Coatings and Waterproofing.
  - a. Adhesive: “CCW MiraSTICK Waterproofing Adhesive” as manufactured by Carlisle Coatings and Waterproofing.

### **2.04 DRAINAGE COMPOSITE**

- A. Drainage composite: “CCW MiraDRAIN 6000” as manufactured by Carlisle Coatings and Waterproofing.

### **2.05 ACCESSORIES**

- A. Expansion Anchors:
  - 1. Type: Round head expansion type, with zinc alloy sheath and stainless steel drive nail, one inch in length.
    - a) Application: Mechanical attachment of sheet metal to concrete or masonry wall surfaces.
    - b) Acceptable Product: Hilti Metal HIT Anchor, as manufactured by The Hilti Corporation.
- B. Sheet metal and counterflashing:
  - 1. Stainless Steel: Type 304, predrilled or punched, with no burrs or sharp edges.
  - 2. Specifcation: Conform to ASTM A240/A240M.
  - 3. Size: Minimum 24 gauge.
  - 4. Finish: Standard 2B (dull, cold rolled).

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Inspect and repair concrete surfaces as required to provide proper substrate to receive waterproofing membrane. Ensure that all surfaces are free of voids, spalled areas, loose aggregate and sharp protrusions. Apply parge coat of repair material at architectural precast concrete panels with coarse aggregate visible to provide smooth and clean surface. Install sheet metal flashing to bridge cavity.
- B. The Contractor and manufacturer's technical representative will be responsible for inspecting the wall surfaces, and verifying that no conditions are present which may prevent or otherwise interfere with the installation of the proposed waterproofing installation.
- C. Report in writing any adverse condition that might affect the performance of the waterproofing membrane to Engineer. Absence of such notification will constitute the Contractor's and manufacturer's verification that existing conditions will allow the installation of the system in accordance with the plans and specifications, as well as the manufacturer's guarantee requirements.

### **3.02 PREPARATION**

- A. Substrate Condition:
  - 1. Remove existing waterproofing membrane from existing surfaces in accordance with the manufacturer's requirements. Use appropriate methods to achieve clean substrate surfaces; perform either shot-blasting or sand-blasting.
  - 2. Ensure that concrete surfaces are dry to the touch prior to application of waterproofing membrane.
  - 3. Ensure that all surfaces to receive waterproofing membrane are free of mortar splashes, honeycombs, dirt, dust, oil, grease, form release agents, loose particles, previous membranes or other foreign substances which might interfere with bonding of new waterproofing membrane.
  - 4. Perform adhesion tests, as recommended by membrane manufacturer, throughout the waterproofing membrane application.
  - 5. Do not proceed with membrane installation until substrate conditions comply with the manufacturer's guarantee requirements.

### **3.03 WATERPROOFING MEMBRANE INSTALLATION**

- A. Follow manufacturer's installation instructions.
- B. Adhesion Test: Verify that substrate is prepared in accordance with manufacturer's recommendations for adhesion by applying a test patch of membrane material and check adhesion according to manufacturer's test procedures.
- C. Fill cracks greater than 1/8-inch wide with a 60 mils minimum thick coat of liquid component membrane.

- D. Seal pipes, conduit, anchors and other items penetrating waterproofing with liquid component membrane. Ensure penetrations are watertight.
- E. Apply primer over concrete substrate at a minimum coverage rate of 500 square feet per gallon. Prime only areas that will be covered by waterproofing membrane in the same day. Lap successive application 5-inches minimum in the direction of flow.
- F. Install 1-Ply Self-Adhering Membrane:
  - 1. Install 1 layer of self-adhering membrane..
  - 2. Ensure that all side laps are 5-inches minimum. Trowel-apply liquid component over all laps and seams with liquid component membrane.
  - 3. Apply waterproofing membrane in maximum 8-foot lengths. Press all membrane in place with steel (linoleum) roller during application.
  - 4. Overlap edges and seams must be at least 5 inches. Apply succeeding sheets with a minimum 5-inch overlap and stagger end laps. Roll or press the entire membrane firmly and completely as soon as possible.
  - 5. Patch misaligned or inadequately lapped seams with membrane. Slit all fishmouths, overlap the flaps, and repair with a patch of membrane and press or roll in place. Seal edges of the patch with a troweling of liquid component membrane. Seal laps located within 12 inches of all corners with a troweling of liquid component membrane.
  - 6. Ensure that outside corners are free of sharp edges. Install a fillet at inside corners formed with liquid component membrane, latex modified cement mortar or epoxy mortar. Install an 11-inch wide strip of membrane centered on the corner. Install membrane over the treated inside and outside corners.
  - 7. When weather conditions require, provide temporary enclosure (tarps), protection, temporary heat, and ventilation as may be required to properly perform the work.
  - 8. Transition between waterproofing membrane and below-grade waterproofing membrane as recommended by Manufacturer.

### **3.04 PROTECTION COURSE INSTALLATION**

- A. Follow manufacturer's installation instructions.
- B. Adhere the protection course to the prepared membrane surfaces with solvent based adhesive 4 inches wide along the perimeter of the protection course board, using either a brush or a roller.
- C. Place 3 ribbons of the adhesive on both the surface of the waterproofing membrane and on the protection course. Allow the adhesive to dry for 5 to 10 minutes, then adhere the surfaces together.
- D. Overlap adjoining rolls a minimum of 2 inches to ensure complete coverage. Overlap fabric in the direction of water flow.

### **3.05 DRAINAGE COMPOSITE INSTALLATION**

- A. Follow manufacturer's installation instructions.
- B. Adhere the drainage composite panels to the prepared membrane surfaces with a mastic or two-sided tape.
- C. Install panels with filter fabric side on top.
- D. Connect adjacent panels at the longitudinal edge by pulling the filter fabric back to expose the flange. Place a small amount of 2-sided tape or mastic on the flange.
- E. Place flangeless edge of the panel on top of the flange of the adjacent panel and butted dimple to dimple. Panel end attachment should be completed by pulling the filter fabric back to expose 2 rows of dimpled core. The end of the next panel may be placed over 2 dimples and interlocked. All connections should be completed in shingle fashion so that moisture will flow with the overlap and not against it.
- F. Overlap adjoining panels 3 inches to ensure complete coverage. Overlap fabric in the direction of water flow. Cover all terminating edges with the filter fabric flap by tucking it behind the core.
- G. Avoid placing point loads on the prefabricated drainage composite that might puncture the filter fabric.
- H. Penetrations and Protrusions: Cover all terminal edges with the integral fabric flap by tucking it around the edge of the core and securing it. At protrusions, cut the core around the protrusion, cut an "X" in the fabric, and tape the fabric around the protrusion. Dirt and concrete must not infiltrate the core.

### **3.06 PROTECTION**

- A. Leave all construction in a watertight condition at the end of each working period. Contractor will be held responsible for leaks that occur below the Work.
- B. Keep traffic over completed waterproofing work to an absolute minimum. Where traffic is unavoidable, all work must be adequately planked or boarded as required for proper protection of installed materials.

**END OF SECTION**

## **SECTION 079201**

### **SEALANT INSTALLATION AND REPLACEMENT**

#### **PART 1 - GENERAL**

##### **1.01 SECTION INCLUDES**

- A. See table in Section 011101.

##### **1.02 QUALITY ASSURANCE**

- A. Use only applicators that are SWRI-trained.
- B. Perform Work in accordance with technical publications of SWRI; the FGMA Sealant Manual published by GANA; ASTM C1193; and the manufacturer's written recommendations.
- C. Ensure that sealant manufacturer's representative regularly inspects joints for proper application of sealant.
- D. Perform field adhesion testing on all substrates immediately after receiving notice to proceed. Allow in Contract Time adequate time for curing and testing adhesion prior to commencement of production work. Perform testing in accordance with ASTM C1521.
- E. After minimum 7 days' cure of the installed materials, Engineer will make up to 10 test cuts in each zone as the basis for determining quality of completed work in that zone; these test cuts will be referred to as "Record Cuts." The Record Cuts will not necessarily be taken on a random basis, but may be selected by Engineer in his sole judgment to best characterize the future performance of completed work. Additional test cuts or other investigations may be made during the progress of the work to characterize quality and to determine beneficial changes in installation methods. Re-seal all test cuts at no additional cost to Owner.
- F. The criteria for evaluating each Record Cut will include performance (adhesion and cure), installation practices (cleaning, priming, backing, and filling), and dimensional control. A Record Cut that indicates deficiency in any of these categories will be recorded as defective.
- G. Owner, at its sole discretion, may require that defective work be replaced at no additional cost in the vicinity of individual Record Cuts; or may accept the defective work to remain and adjust the payment.
- H. If any 3 Record Cuts in 1 zone are recorded as defective, remove that zone's application of materials and redo Work at no additional cost to Owner. After re-installation, the zone will be re-evaluated with up to 10 new Record Cuts.

#### **PART 2 - MATERIALS**

##### **2.01 PRODUCTS**

- A. Sealant: Dow Corning 756 SMS Building Sealant. Submit manufacturer's standard colors; see Section 016001 for color selection process. Supply sealant in sausage tubes only.

1. Where sealant joint color changes within the same continuous joint, coordinate work to ensure a clean and aesthetically acceptable appearance at sealant color transitions.
- B. Primer: **Use primer on all substrates receiving new sealant.**
  1. For non-porous substrates: Dow Corning 1200 OS primer.
  2. For porous substrates: Dow Corning Primer P.
  3. Other primers may need to be substituted; test multiple primers during mock-up to obtain optimum adhesion.

## 2.02 ACCESSORIES

- A. Backer rod: bi-cellular cylindrical sealant backer rod complying with ASTM C1330, Type B, such as SofRod or ITP Soft Type Backer Rod. Provide a range of sizes to ensure that installed backer rod is compressed 25 percent of joint width.
  1. For horizontal joints at sidewalk level that are greater than or equal to 3/8 inch wide: Everlastic Closed Cell Neoprene Type NN-5, expanded neoprene rubber, manufactured by Williams Products, Inc.
- B. Bond-breaker tape: Pressure sensitive adhesive polyethylene tape, as recommended by sealant manufacturer.
- C. Masking Tape: Non-staining, non-absorbent, compatible; high-temperature, if necessary.
- D. Flags: For marking test cuts.
- E. Plastic squirt bottles, for applying primer; similar to a ketchup bottle.
- F. Solvent, for joint cleaning: Non-corrosive, non-staining type recommended by sealant manufacturer; compatible with joint forming materials. Check the quality of each batch of solvent by wiping on a mirror to ensure that no residue is left after drying.
- G. Cloth: 100 percent cotton, lint-free cloth.
  1. One acceptable source is Dallas Wiping Materials, Inc., (800) 522-8875.
- H. Brush (for primer application): Natural fiber-bristled.

**Commentary - Non-Mandatory Information:** It is very important to provide cleaning cloths, brushes, and solvent that are not contaminated with trace amounts of hydrocarbons, which can interfere with sealant bond. For example, polyester fabric rags or plastic-bristle brushes can dissolve and be deposited on the substrate by cleaning solvents. Therefore, 100 percent cotton cloth is specified, and each batch of solvent must be tested for purity.

## PART 3 - EXECUTION

### 3.01 GENERAL

- A. Verify sealant and primer compatibility (non-reactive) and adhesion to substrates.
- B. Commencing installation of sealant implies that Contractor has inspected and accepts the existing conditions. Notify Engineer of:

1. Non-compatible materials adjacent to sealant and do not proceed until resolved.
2. Joints wider than 1 inch before sealing.

<b>Commentary - Non-Mandatory Information:</b> Wide joints require special filling and tooling procedures.
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3. Loose substrate components that move during sealant installation or replacement.
- C. Remove, clean, prime, and back no more area than can be sealed in the same day. Take precautions to protect interior from infiltration through open joints that cannot be completed due to unanticipated changes in weather.
- D. Protect exterior, landscaping, ground, and adjacent personal and real property from damage, staining, and discoloring.
- E. Apply masking tape adjacent to joint faces.
- F. Complete necessary repair work to substrates before commencing sealant work, including coping installation.

### 3.02 PREPARATION

- A. Remove existing mortar and sealant from specified joints. Remove existing mortar sealant residue or exudate adhered to joint faces until free of contamination and laitance.
- B. Grind joints with power grinders to clean substrate. Use care to ensure that grinder stays in joints, and does not skip across face of substrates. Avoid scratching substrate surfaces with grinder. Grind edges to a smooth, clean, uniform width and profile.
1. Prior to performing work, submit a written protocol outlining the procedures of how damage will be prevented and uniform joint widths will be maintained on the podium.
  2. **Inform Engineer immediately if grinding damages coping. If coping is scratched, it may need to be repaired or replaced at no cost to Owner.**
- C. Slightly round corners of coping at joint intersections, approximately 1/8-inch radius, to avoid sharp corners in sealant joints.
- D. Use care to avoid chipping the face of substrate along edges by grinding. Preserve a smooth interface between face of substrate and face of sealant.
- E. At existing chips at edges of substrate (if any): Fill flush with face, tool concave and each chip in edge.
- F. Widen narrow joints to maintain specified joint dimensional tolerances. If possible, install coping to maintain specified joint dimensional tolerances and do not widen. Widen joint to the following minimum width unless otherwise shown on Drawings.



1. All joints: 3/8 inch.
- G. Provide each crew with a check blocks to confirm adequate joint width before sealing. If check block does not easily fit into joint, grind edges to uniform minimum width so that check block can be slid along joint easily.
- H. Take precautions to avoid damaging shims and lateral anchors, if encountered in joints.
  1. Grind such obstructions back from substrate surface a uniform 1/4-inch.
  2. Butt backer rod up to each side of obstruction, and transition between backing materials and obstruction with continuous bond-breaker tape extending at least 3 inches each side of obstruction.

### **3.03 CLEANING**

- A. Follow sealant manufacturer's instructions for cleaning.
- B. Wear protective clothing while using solvent. Do not allow solvent to contact human skin.
- C. Clean joint faces with clean cloth and solvent approved by the sealant manufacturer. Remove all dirt, grease, loose materials, water and other foreign matter that might impair adhesion of sealant.
- D. Do not contaminate solvent source container. Dispense small amount into separate container, keep lid on source container, and apply from separate container.
- E. Apply solvent using clean cloth. Remove solvent with second clean cloth. Continue wiping with new clean cloths until cloths come away clean.

### **3.04 PRIMING**

- F. Apply primer to all substrates to receive sealant. Strictly adhere to sealant manufacturer's instructions for primer application.
- G. Do not contaminate primer source container. Dispense small amount into separate squirt bottle. Keep lid on source container, and apply primer from separate container. Discard primer left in separate container at end of day.
- H. Wear protective clothing while using primer, which contains solvent. Do not allow primer to contact human skin.
- I. Apply primer using a clean cloth or paintbrush.
- J. Do not over-apply primer. Avoid primer drips, runs, skips, or voids.
- K. Wipe off primer with second clean cloth.**
- L. Follow manufacturer's recommendations for primer flash- or dry-time prior to sealant application. Re-prime joints that are not sealed the same day that they are primed.

### 3.05 JOINT SHAPE AND SIZE

- A. Form joint shape and size in accordance with sealant manufacturer's published recommendations, ASTM standards, and as shown on Drawings. Use butt-joint profile wherever practicable; use fillet-joint profile where minimum joint dimensions cannot be achieved with butt-joint profile.
- B. Butt joints:
  - 1. Supply each crew with multiple diameters of backer rod to accommodate varying joint widths. Examine each joint and size backer rod to achieve required depth and compression. Do not twist multiple pieces of backer rod together; use appropriately sized backer rod.
  - 2. Use longest pieces of backer rod practicable to reduce number of discontinuities in backer rod. Make cuts using scissors; do not tear backer rod.
  - 3. Butt ends of backer rod tightly together at necessary cuts. Establish and maintain a consistent procedure for backing at intersections. Bending backer rod around joint corners is not acceptable.
  - 4. Use bond-breaker tape if joint depth cannot accommodate backer rod.
  - 5. Use a depth guide to ensure that depth of backer rod remains uniform, with no sudden changes in depth, so that cured sealant depth approximates one half the width of the joint. In all joints, ensure that the depth remains within the following tolerances:
    - a) Depth of sealant at center of joint shall not exceed width of joint; and
    - b) Maximum sealant depth at center of joint shall not exceed 1/2 inch; and
    - c) Minimum sealant depth across any section shall be at least 1/4 inch.
  - 6. Replace backer rod that becomes wet; do not seal over wet backer rod.
  - 7. Apply sealant with appropriate equipment and pressure to ensure penetration of sealant into required joint depth.
  - 8. Push sealant ahead of nozzle and slightly overfill joints to avoid air voids.
  - 9. Immediately dry tool sealant beads smooth and slightly concave.
  - 10. At joint between coping and remaining architectural concrete panels or CIP concrete: provide 1-inch wide weep (gap) to allow drainage.
- C. Fillet joints:
  - 1. Maintain at least 1/4-inch adhesion “bite” on each substrate.
  - 2. Maintain a nominal 1/4-inch (absolute minimum 1/8-inch) “throat” thickness, measured as shown on Drawings.

3. Examine joint dimensions and size backer rod to achieve required depth. Use bond-breaker tape in joints too small for backer rod.
  4. Use longest pieces of backer rod practicable to reduce number of discontinuities in backer rod. Butt ends tightly together at necessary cuts.
  5. Push sealant ahead of nozzle and slightly overfill joints to avoid air voids.
  6. Dry tool sealants smooth and triangular. Do not tool concave; avoid feather-edging sealant.
- D. Do not install sealant in wet joints. Allow adequate time for retained moisture in saturated materials to evaporate. Ensure that joints are thoroughly dry before proceeding. Use hot air guns if necessary to speed drying.
- E. If moisture continues to impede installation of sealant, follow these special procedures:
1. Clean the joint with MEK, using 2-rag wipe method.
  2. Prime the joint as specified above.
  3. Skim-coat the substrates with sealant so that it will cure quickly.
  4. Continue with normal sealant installation, filling remainder of joint with sealant.
- F. Ensure that sealant does not mix with solvent in application equipment (bulk-loader guns). If guns are cleaned with solvent after each use, allow guns to thoroughly air dry before reloading.
- G. After dry tooling, joints may be wet-tooled (“slicked”) with clean, potable water; do not use lubricant, solvent, or detergent.
- H. After final tooling, do not disturb sealant until sealant is fully cured. Ensure that sealant is full smooth bead, and free of ridges, wrinkles, sags, air pockets and embedded impurities.

<p><b>Commentary - Non-Mandatory Information:</b> Dimensional control is critical to the durability of sealant joints. Therefore, it is important to establish procedures during the mock-ups for backing each type of joint. Maintaining the dimensional tolerances will be strictly enforced.</p>
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### 3.06 CLEANING

- A. Remove masking tape immediately after tooling.
- B. Scrape excess sealant off face of substrates with a single-edged razor immediately after tooling and before curing; or, if more effective, after curing.
- C. Clean building surfaces, grounds, or adjacent property soiled by Work of this Section.

### 3.07 PROTECTION

- A. Protect sealant installation from damage, rain, or irrigation water until curing is completed.

### **3.08 REJECTION CRITERIA**

- A. The Work may be rejected for non-compliance with these Contract Documents, including referenced industry standards and manufacturer's recommendations. In particular, the following Rejection Criteria are listed for Contractor's convenience; this list may not be exhaustive or comprehensive:
1. Poor sealant adhesion.
  2. Poor sealant cure.
  3. Foreign materials on substrate in adhesion "bite" area of joint.
  4. Lack of priming or excess priming.
  5. Sealant depth too deep, too shallow, or non-uniform.
  6. Joint too narrow.
  7. Non-uniform width of continuous joints.
  8. 3-sided adhesion, or bond-breaker not full width of joint.
  9. Scratches on substrate, such as caused by grinder.
  10. Transitions between different sealant colors within the same joint are not neat.
  11. Poor aesthetic appearance of finished joints, including ridges, wrinkles, sags, air pockets, or embedded impurities.

**END OF SECTION**

**SECTION 099101**  
**REMEDIAL PAINTING**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. See table in Section 011101.
- B. "Paint" as used herein means all coating system materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime-, intermediate-, or finish-coats.

**1.02 MOCK-UP**

- A. Designate a small area to serve as the mock-up for cleaning, priming, and painting to ensure covering rates and to verify application technique. Notify Engineer at least 24 hours prior to each stage of the mock-up.
- B. Apply paint in mock-up area on each substrate for Owner's final approval of color(s).

**1.03 QUALITY ASSURANCE**

- A. Perform all work in accordance with pertinent technical publications of the Society for Protective Coatings (SSPC).

**1.04 SITE CONDITIONS**

- A. Comply with manufacturer's recommendations for environmental conditions under which systems can be applied, including ambient and surface temperatures.
- B. Notify Engineer in writing immediately upon discovery of any adverse condition that might affect the performance of the work described in these Specifications.

**PART 2 - PRODUCTS**

**2.01 PAINT**

- A. "DEVTHANE 379 UVA" aliphatic urethane high gloss enamel coating, as manufactured by Devoe High Performance Coatings.
  - 1. Submit manufacturer's standard colors; see Section 016001 for color selection process.
  - 2. Dry Film Thickness: 3.0 mils minimum per coat.

**2.02 PRIMER**

- A. Pre-primer: "PRE-PRIME 167" Penetrating Sealer, as manufactured by Devoe High Performance Coatings.
- B. Prime Coat: "DEVTRAN 224HS" High Build Epoxy Coating, as manufactured by Devoe High Performance Coatings.

**2.03 MIXING AND TINTING**

- A. Deliver paints ready-mixed to job site.

- B. Accomplish job mixing and job tinting only when acceptable to Engineer. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Brushes and rollers: various sizes, as needed.
- D. Low-pressure, airless spray equipment, if using.
- E. Masking: clear plastic.

## **2.04 CLEANING MATERIALS**

- A. Provide detergent(s) or cleaner(s) safe for application on exposed metals and surrounding building materials. Ensure that cleaners are compatible with sealant materials. Perform spot testing to ensure efficacy and compatibility of cleaner prior to general use.
- B. Equipment and abrasives for sandblasting (if used).
- C. Water, clean and potable.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Perform all work of this Section in accordance with paint manufacturer's recommendations.
- B. Ensure that substrate repairs and sealant work are completed prior to paint application or work is performed sufficiently far away to not interfere with other work.
- C. Verify paint compatibility (non-reactive) and adhesion to all substrates. Apply test patch of coating for adhesion test and color approval.
- D. Notify Engineer of non-compatibility of substrates and paint, and do not proceed until resolved.
- E. Remove building components if necessary for complete coating of the adjacent surfaces; retain them in a manner to prevent damage; store them in a location approved by Property Contact. Following completion of painting in each area, have items reinstalled by workers skilled in the appropriate trades.
- F. Commencement of paint application implies that Contractor has inspected and accepts the existing surface conditions.

### **3.02 PREPARATION**

- A. Provide transparent masking over materials not to be coated prior to surface preparation and painting.
- B. Protect exterior of building, landscaping, ground, and adjacent personal and real property from damage, staining, and discoloring.
- C. Wear protective gloves, goggles, clothing, etc. as recommended by paint manufacturer.

- D. Proceed with cleaning in a systematic manner, from the top to the bottom in all areas. Schedule cleaning and painting so that dust or other contaminants from cleaning process will not fall on wet, newly painted surfaces.
- E. Ensure that any substrate repairs and sealant work are completed prior to paint application.

### **3.03 CLEANING GUARDRAILS**

- A. Prepare metal surfaces before applying paint in accordance with SSPC-SP 3 Power Tool Cleaning.
- B. Apply primer to metal substrates within 24 hours after cleaning; do not allow flash rust to appear. If not primed within 24 hours, re-clean as required above.

### **3.04 APPLY PRIMER**

- A. Properly mix and apply primer to substrates per manufacturer's recommendations.

### **3.05 APPLY PAINT**

- A. Ensure that all substrates are thoroughly dry before paint application.
- B. Apply all materials under adequate illumination, evenly spread and smoothly flowed on with proper equipment in accordance with paint manufacturer's recommendations.
- C. Apply products by experienced craftsmen in a workmanlike manner. Drips, runs, sags, holidays or splatters will not be acceptable.
- D. Apply at least 2 coats of paint, separated by the drying time recommended by the manufacturer. Achieve at least manufacturer's minimum dry film thickness for each coat. Ensure that coverage and "hide" are complete. When color, stain, dirt or undercoats show through the final coat of paint, cover the surface with additional coats of finish, at no expense to the Owner, until a paint film or uniform finish, color, appearance and coverage is achieved.
- E. Extend paint behind obstructions as necessary to maintain the system integrity and to provide a uniform appearance.
- F. Remove masking materials and excess coating immediately after application.

### **3.06 CLEAN-UP**

- A. Clean building surfaces, grounds, landscaping or adjacent property soiled by work of this section, including overspray.
- B. Upon completion, remove all paint, stains, splatters, etc., from any surface not designated to be painted. Any stained or ruined surface shall be repaired or replaced to the satisfaction of the Owner at no additional expense.
- C. Do not allow accumulation of empty containers or other excess items except in areas set aside for that purpose.
- D. Prevent accidental spilling of paint materials. In event of spill:

1. Remove spilled material and waste or other equipment used to clean up spill.
2. Clean surfaces to their original undamaged conditions.

### **3.07 PROTECTION OF FINISHED WORK**

- A. Close off freshly painted areas from public access, or conspicuously mark with “wet paint” signs.
- B. Protect coating from damage, rain, or irrigation water until proper curing is completed.

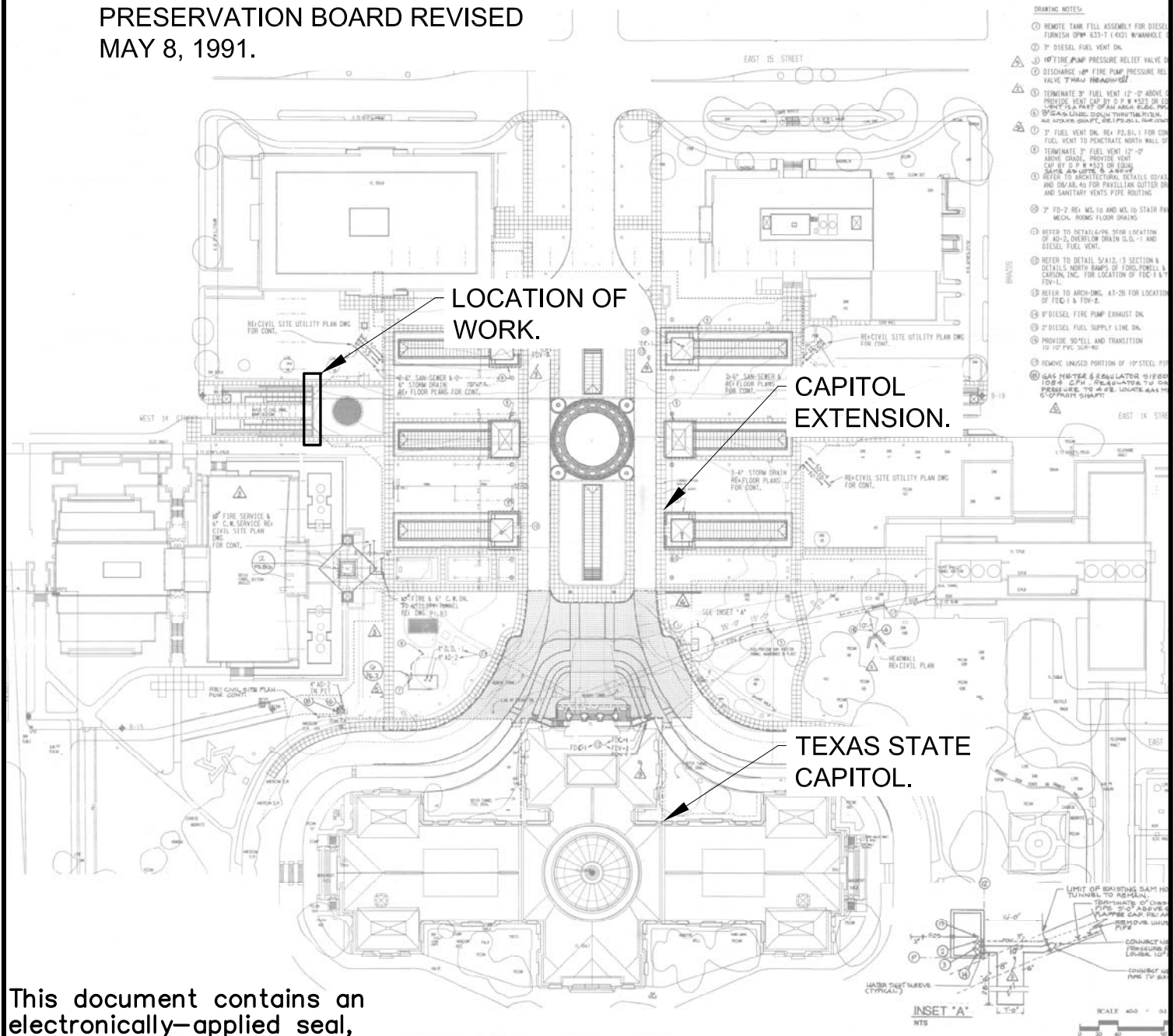
### **3.08 REJECTION CRITERIA**

- A. The Work may be rejected for any non-compliance with these Contract Documents, including the referenced industry standards and manufacturer’s recommendations. In particular, the following Rejection Criteria are listed for Contractor’s convenience; this list may not be exhaustive or comprehensive:
  1. Poor paint adhesion.
  2. Paint is applied over existing paint or coating that does not adhere adequately to the substrate, even if it appeared to be intact before the new coating was applied.
  3. Foreign materials on substrate.
  4. Lack of priming or excess priming.
  5. Paint is applied over improperly prepared substrate.
  6. Paint does not provide an opaque, smooth, uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, embedded impurities, blisters, or other finish imperfections will not be acceptable.
  7. Dry-film paint thickness is less than manufacturer’s published recommendation.

**END OF SECTION**



NOTE: ORIGINAL RECORD  
DRAWING BY THE STATE  
PRESERVATION BOARD REVISED  
MAY 8, 1991.





- DRAWING NOTES:**
1. REMOVE TANK FILL ASSEMBLY FOR DIESEL FURNISH 6000-1 (400) W/ANALOGUE
  2. 3" DIESEL FUEL VENT DN.
  3. 10" FIRE PUMP PRESSURE RELIEF VALVE TO DISCHARGE 10" FIRE PUMP PRESSURE RELIEF VALVE THROUGH ROOF
  4. TERMINATE 3" FUEL VENT 12'-0" ABOVE GRADE, PROVIDE VENT CAP BY 2" X 8" W/ 1/2" DIA. VENT AS PART OF AN ARBOR BRAC, P.A. ALL ABOVE GRADE, DISCHARGE THROUGH ROOF
  5. 3" FUEL VENT DN, RE: P.E. 11.1 FOR CON FUEL VENT TO PENETRATE NORTH WALL OF ABOVE GRADE, PROVIDE VENT CAP BY 2" X 8" W/ 1/2" DIA. OR EQUIV
  6. REFER TO ARCHITECTURAL DETAILS 90-11 AND 90-11A FOR PAVILLION GUTTER AND SANITARY VENTS PIPE ROUTING
  7. 3" FD-2 RE: M.L. 10 AND M.L. 15 STAIR MECH. ROOMS FLOOR DRAIN
  8. REFER TO DETAIL 9-10 FOR LOCATION OF AD-2 OVERFLOW DRAIN G.L. -1 AND DIESEL FUEL VENT
  9. REFER TO DETAIL 5-11.1 SECTION A, DETAILS NORTH RAMP OF TROSPERELL & CARSON, INC. FOR LOCATION OF FDC 1 & 2 FOR V-1
  10. REFER TO ARCH-ENG. AT-28 FOR LOCATION OF FDC 1 & 2 FOR V-2
  11. 8" DIESEL FIRE PUMP EXHAUST DN.
  12. 2" DIESEL FUEL SUPPLY LINE DN.
  13. PROVIDE 90°ELL AND TRANSITION TO 10" PVC
  14. REMOVE UNUSED PORTION OF 10" STEEL PIPE
  15. 8" GAS WATER & REGULATOR 10" FLOOR G.P.H. - P.A. - 10" GAS - 10" GAS PRESSURE, TO 4" GAS, LOCATE GAS TO 4" OF FLOOR SLAB

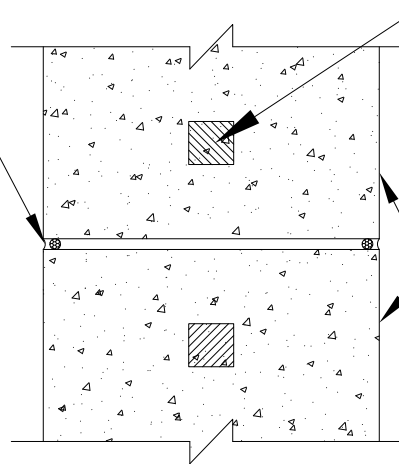
This document contains an electronically-applied seal, authorized by David H. Nicastro P.E. # 68172 on December 28, 2015



  
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(512) 474-0400

Capitol Extension Garage COPING REPAIRS Building Diagnostics Project Number: 111-3820-A02				
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BACKER ROD  
AND SEALANT.



REMOVE AND  
REINSTALL EXISTING  
GUARDRAIL IN  
INJECTABLE GROUT.

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## SECTION: PLAN THROUGH COPING

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**Texas Reg. F-10471**

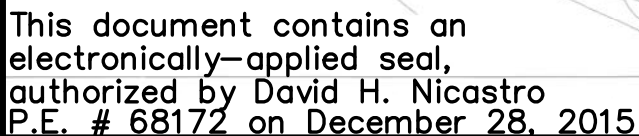

327 Congress Ave., Suite 630  
Austin, Texas 78701  
(512) 474-0400

Capitol Extension Garage  
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Building Diagnostics Project Number:  
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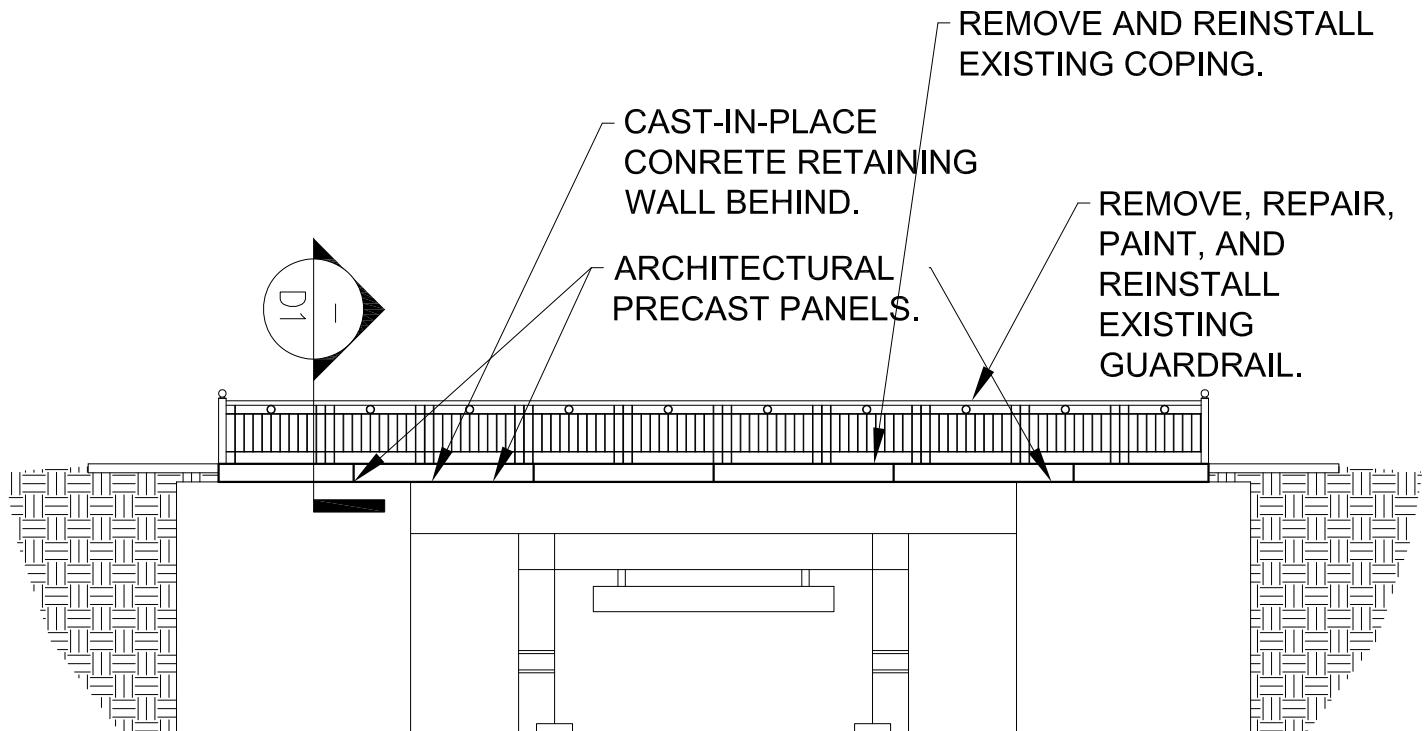
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327 Congress Ave., Suite 630  
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Capitol Extension Garage  
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Building Diagnostics Project Number:  
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## ELEVATION: GARAGE ENTRY

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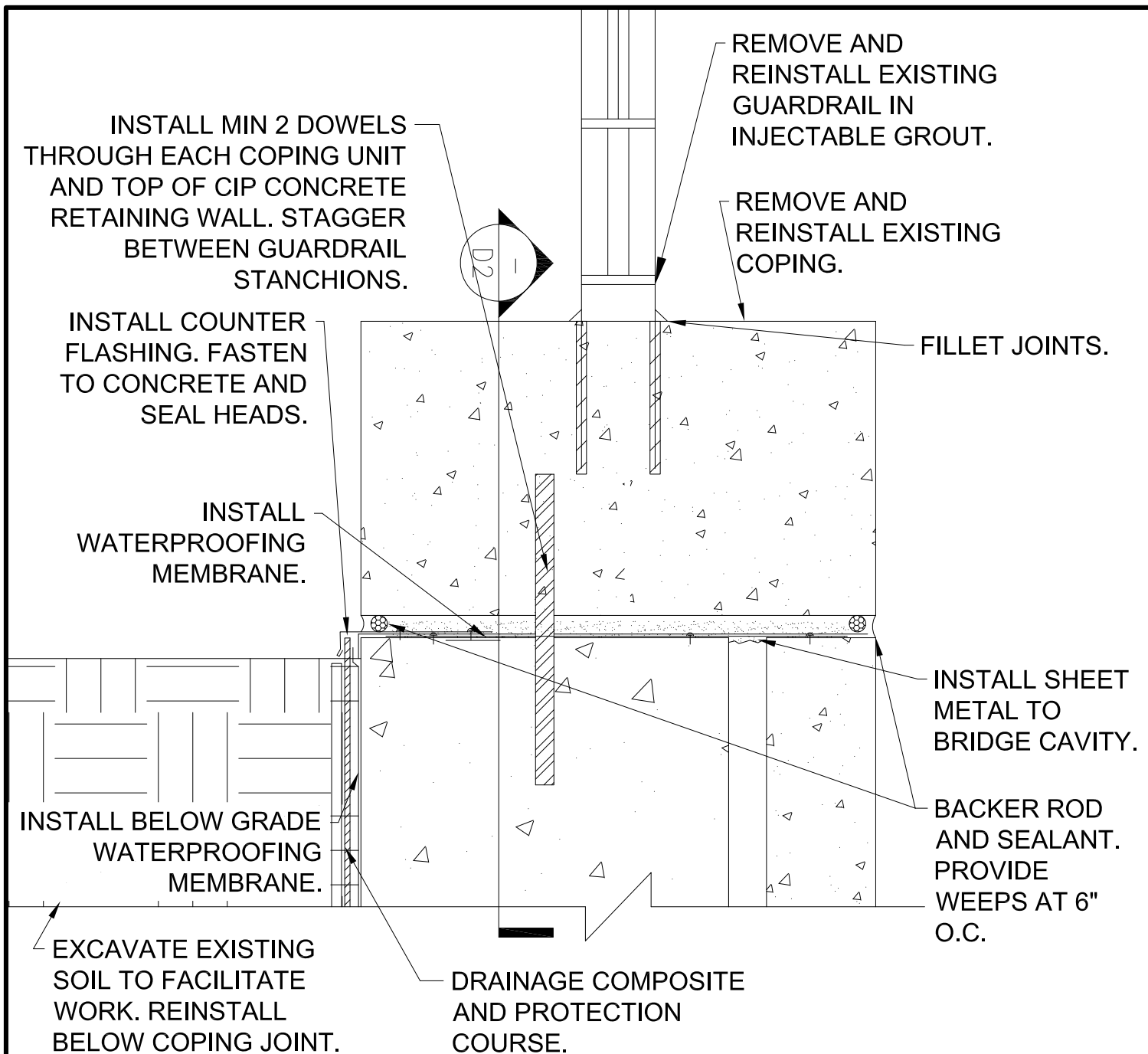
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## SECTION: WALL AND GUARDRAIL

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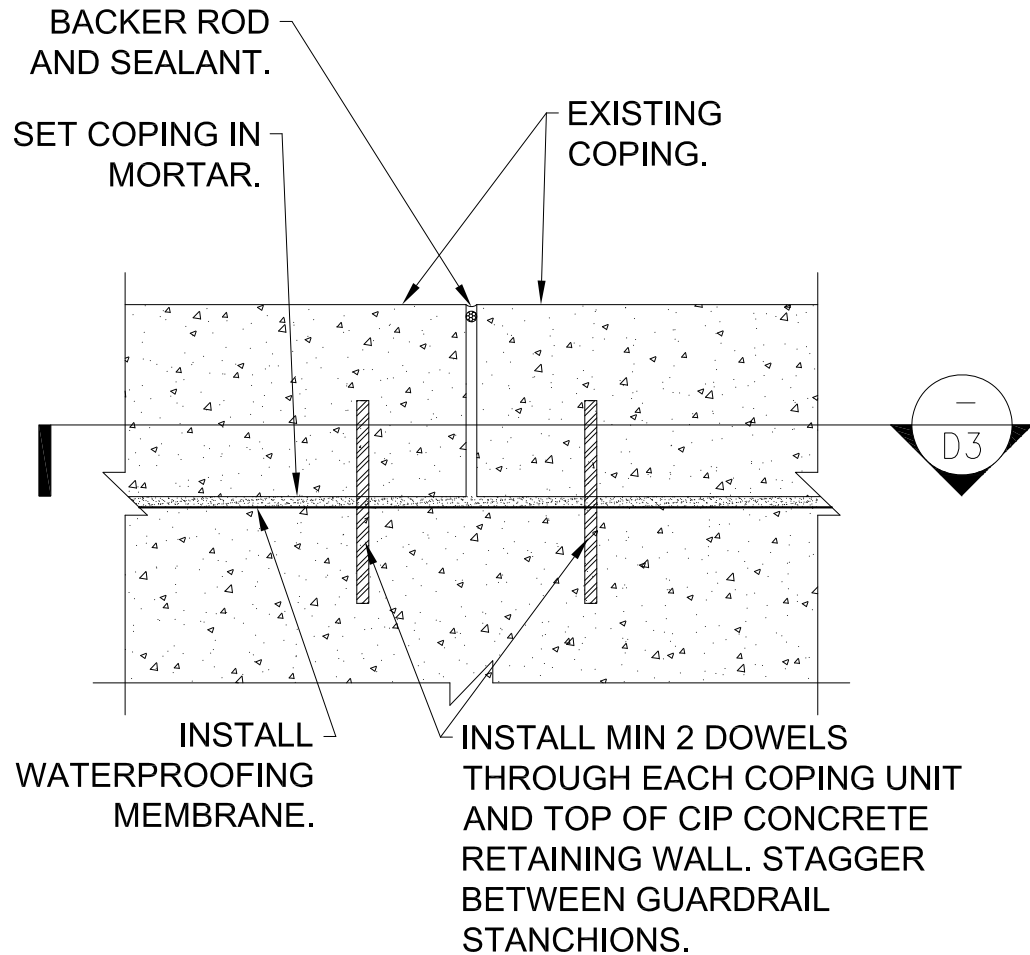
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## SECTION: COPING ALONG WALL

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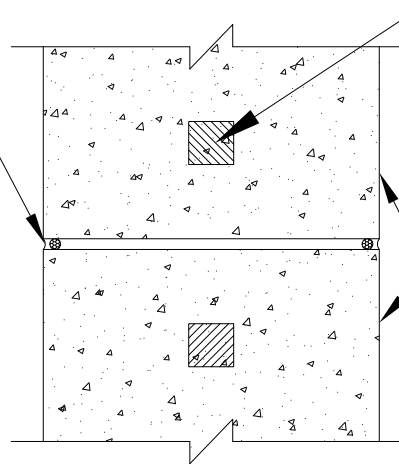
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**D2**

BACKER ROD  
AND SEALANT.



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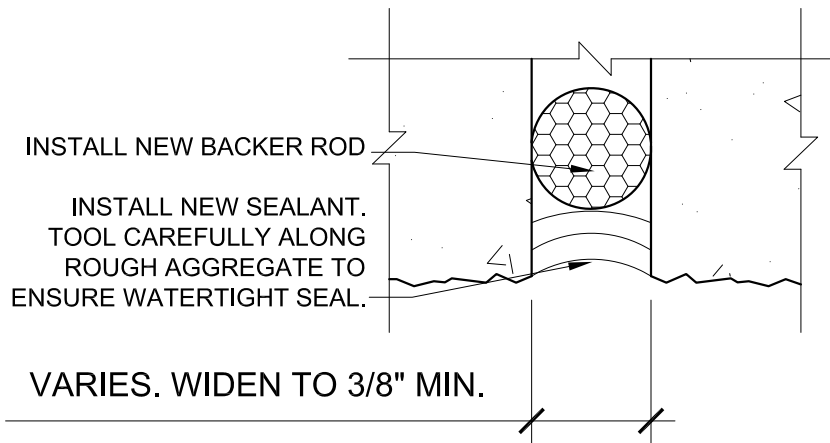
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## TYPICAL BUTT JOINT

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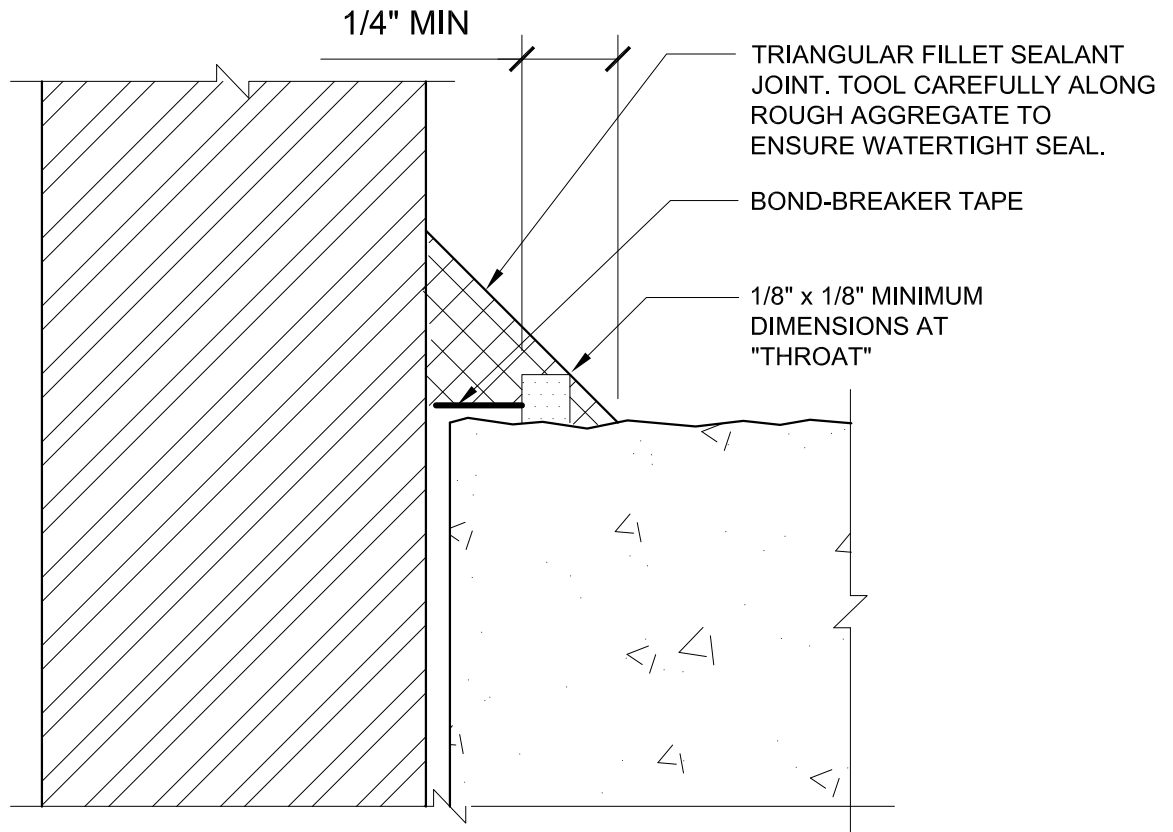
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## TYPICAL FILLET JOINT

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**ATTACHMENT B**  
**SAMPLE CONTRACT/OWNER'S STANDARD AGREEMENT**

***SAMPLE AGREEMENT – NOT FOR EXECUTION***

**STATE OF TEXAS**

**SERVICES AGREEMENT**

**COUNTY OF TRAVIS**

**SPB #2018-29**

This Agreement is entered into by and between the State Preservation Board ("SPB"), an agency of the State of Texas, located at 201 E. 14th St., Ste. 950, Austin, Texas 78701, and \_\_\_\_\_, (Contractor) for coping repairs at the Texas Capitol Extension Parking Garage located in Austin, TX.

**ARTICLE 1**  
**SCOPE OF PROJECT**

Contractor shall provide to SPB all of the services ("Services") and deliverables described in and in the manner required listed in Section 2 and Attachment D, Project Manual of RFP 806-18-0029 and described herein.

**ARTICLE 2**  
**COMPENSATION**

- 2.1. Compensation shall not exceed \$\_\_\_\_\_
- 2.2 If the Scope of Work materially changes, any additional services identified in a written amendment or change order signed by both parties.
- 2.3 Payment must be made in accordance with the payment procedure in the SPB Project Manual. The Payment Period shall be monthly.
- 2.4 Retainage: Owner will withhold from each progress payment, as retainage, five (5) percent of the total earned amount. Retainage so withheld shall be managed in conformance with Subchapter B, Chapter 2252, Texas Government Code.
- 2.5 SPB shall be relieved of any obligation to permit performance or to pay for services performed after any termination of this Agreement.
- 2.6 Payments to Contractor will be made within thirty (30) days from latter of services performed or receipt of a valid, uncontested invoice in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. SPB shall timely notify Contractor within 14 days of receipt of an invoice if the SPB questions, disagrees with, or desires additional information regarding an invoice.

2.7 To receive payment, Contractor must submit an invoice to SPB. The invoice format must be acceptable to the SPB and must include the following:

1. Contractor's name and mailing address;
2. Name and telephone number of a person designated by Contractor to answer questions regarding the invoice;
3. SPB Contract Number;
4. Valid Texas Identification number (TIN) issued by the Comptroller of Public Accounts;
5. Description of each item for the goods/services listed on the Contract in sufficient detail to identify the order that relates to the invoice; and
6. Shipment date of goods listed in the Contract or dates of services covered by the invoice.
7. Each invoice must include all required attachments identifying payments to Historically Underutilized Businesses and to all Subcontractors. Failure to submit "[HUB Subcontracting Plan Progress Assessment Report](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/)" form with each invoice will cause rejection of the invoice by SPB and its return to Contractor. A copy of the required report is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/> and attached as an exhibit.

Please send invoices to:  
State Preservation Board  
Attn: Accounting Dept.  
P.O. Box 13286,  
Austin, TX 78711  
TSPB.accounting@tspb.texas.gov

AIA Form G702, Application and Certificate for Payment, while not specifically required, is a good model for the level of detail expected by the SPB.

### ARTICLE 3 PROJECT SCHEDULE AND TERM OF AGREEMENT

- 3.1 This Agreement shall be effective as of the date executed by the last party and shall terminate on \_\_\_\_\_, unless extended by the parties or terminated earlier as provided in the Contract.
- 3.2 Work must be completed between \_\_\_\_\_. Work may progress after normal business hours or on weekends as needed and approved by SPB. See the SPB Project Manual for additional details.

### ARTICLE 4 CONTRACT DOCUMENTS

- 4.1 The Contract Documents consist of:
- 4.1.1 This Contract, SPB Contract No. 2018-29;
- 4.1.2 The SPB's Project Manual, attached as Exhibit A;

- 4.1.3 The Uniform General Conditions and Supplementary Conditions for the State of Texas, 2015, which can be found online at the Texas Facilities Commission website (<http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>);
  - 4.1.4 SPB Request for Proposals (RFP) #809-18-0029 (Exhibit B);
  - 4.1.5 Contractor's Proposal, including Contractor's HUB Subcontracting Plan. (Exhibit C).
- 4.2 All of the above are attached to and incorporated as part of this Contract for all purposes. In the case of conflicts between this document and any of the above attachments, the following shall control in the order of priority as listed above.

#### ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

- 5.1 The Contractor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the SPB with satisfactory proof of its compliance.
- 5.2 The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by contractors practicing in the same or similar locality under the same or similar circumstances. The Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 5.3 The Contractor shall coordinate its services with those services provided by the SPB and the SPB's other contractors.
- 5.4 The Contractor shall be entitled to rely on the accuracy and completeness of services and information furnished by the SPB and the SPB's contractors. The Contractor shall provide prompt written notice to the SPB if the Contractor becomes aware of any error, omission or inconsistency in such services or information.
- 5.5 The Contractor shall be responsible for damage to the SPB's equipment, and/or workplace and its contents, by its or its contractor's services, negligence in work, personnel, and equipment.
- 5.6 The Contractor shall be responsible and liable for the safety, injury and health of its employees and contractors while they are performing services for the SPB under this Contract.
- 5.7 The Contractor shall provide all labor and equipment necessary to furnish the goods or perform the service.

- 5.8 All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors or relatives of the Contractor's employees will be allowed on the work site unless they are bona fide employees of the Contractor performing services under this Contract.
- 5.9 Except with the SPB's knowledge and consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Contractor's professional judgment with respect to this Project.
- 5.10 Contractor agrees that all information related to the Project is strictly confidential and shall not be shared or released at any time except at the SPB's direction and with the SPB's prior approval.
- 5.11 The Capitol is a site with security considerations. Contractor shall be prepared to submit security clearance information for all employees working on site, and ensuring that security clearance requirements do not impact their ability to perform the Work defined in this Contract.

#### ARTICLE 6 SPB RESPONSIBILITIES

- 6.1 SPB shall provide information and decisions to Contractor in a timely manner and shall clearly convey the SPB's expectations to Contractor.
- 6.2 The SPB's representative shall be \_\_\_\_\_.
- 6.3 SPB shall provide project milestones and access to Project.
- 6.4 SPB shall assist in coordination with facility occupants.
- 6.5 SPB reserves the right to change its designated representation and/or project manager for convenience by written notification from the Executive Director of the State Preservation Board.
- 6.6 The SPB reserves the right, at its sole discretion, to unilaterally amend this Contract throughout the term of the Contract to incorporate any modifications necessary for the SPB's or the Contractor's compliance with all applicable state and federal laws, regulations, requirements and guidelines.

#### ARTICLE 7 CLAIMS AND DISPUTES

- 7.0 The dispute resolution process provided for in Chapter 2260 as described in the Uniform General Conditions shall be used by the parties to attempt to resolve all disputes arising under this Contract.

#### ARTICLE 8 TERMINATION AND SUSPENSION

- 8.0. The Suspension and Termination provisions of the Uniform General Conditions shall apply to this Contract.

ARTICLE 9  
MISCELLANEOUS PROVISIONS

- 9.1 The Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Texas, except its provisions regarding conflict of laws.
- 9.2 The venue for any suit brought for any breach of this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.
- 9.3 Terms in this Agreement shall have the same meaning as those in Uniform General Conditions of the State of Texas.
- 9.4 The SPB and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Contractor may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of the SPB.
- 9.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the SPB or Contractor.
- 9.6 Unless otherwise required in this Agreement, the Contractor shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- 9.7 The Contractor may include photographs of the Project among the Contractor's promotional and professional materials only with SPB written approval. Contractor shall make a formal request including any photos or graphics Contractor proposed to use. The Contractor shall consider all materials to be the SPB's confidential or proprietary information even if the SPB has not previously advised the Contractor that specific information is considered by the SPB to be confidential or proprietary.
- 9.8 When Contractor receives information, Contractor shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors who need to know the content of such information in order to perform services or construction solely and exclusively for the Project and whose contracts include similar restrictions on the use of confidential information. Contractor shall contractually require its consultants, if any, be bound by this confidentiality requirement.
- 9.9 Independent Contractor: For the purposes of the Agreement, the Contractor shall be considered an independent professional and is not to be considered an employee of the State Preservation Board (SPB) or the State of Texas. The Contractor may not enter into any agreement or make any representation on behalf of the SPB or the State of Texas.
- 9.10 Indemnification: The Contractor shall indemnify and hold harmless the SPB, the State of Texas, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities including without limitation the costs of defense including reasonable attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of the Contractor in the execution or performance of the Agreement. The Contractor shall coordinate its defense with the Texas Attorney

General as required by the SPB. This paragraph is not intended to and shall not be construed to require the Contractor to indemnify or hold harmless the State or the SPB for any claims or liabilities resulting from the negligent acts or omissions of the SPB or its employees.

9.11 Intellectual Property Indemnification: The Contractor shall indemnify and hold harmless the SPB, the State of Texas, all of its officers, agents, and employees from and against all actions and claims, including costs of defense, involving infringement of patents or copyrights or incorporated misappropriated trade secrets arising out of, connected with, or resulting from the Contractor's execution or performance of the Contract. The Contractor shall pay any damages attributable to such claim that are awarded against the State of Texas and/or the SPB in a judgment or settlement.

9.12 No Waiver of Sovereign Immunity: The SPB and the Contractor agree that no provision of this Contract is in any way intended to constitute a waiver by the SPB or the State of Texas of any immunities from suit or from liability that the SPB or the State of Texas may have by operation of law.

9.13 Funding: This Contract is subject to cancellation, without penalty to the SPB, either in whole or in part, if funds are not appropriated by the Texas Legislature. The SPB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature and whose availability of funds may be subject to governmental action. If the SPB becomes subject to a legislative change, revocation of statutory authority, lack of appropriate funds, or unavailability of funds which would render contractor's delivery or performance under this Contract impossible or unnecessary, this Contract will be terminated, either in whole or in part. In the event of a termination under this section, the SPB will not be liable to the Contractor or any other person or entity for any payments, damages or any other amounts which were otherwise due, except for services rendered and unpaid at the time of termination, or which may be caused or associated with such termination and the SPB will not be required to give prior notice.

9.14 Amendment: The contracting parties, if agreed, may amend the Contract at any time during the Contract's duration. To be valid and binding, such amendments must be in writing and executed by both the SPB and the Contractor. No agent, servant, or employee of the SPB has authority to modify the Contract except by written amendment signed by the Project Manager and the Executive Director. Any other attempted changes, including oral modifications, written notices that have not been agreed to by both Parties, or other modifications of any type, shall be invalid.

9.15 Notice of Administrative Changes: The Contractor shall provide written notification of administrative changes, including changes to company name, address, telephone number, and billing instructions, to the SPB as soon as possible, but not later than ten (10) days from the date of the change.

9.16 Confidentiality and Public Information: Notwithstanding any provisions of this Contract to the contrary, Contractor understands that the SPB will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The SPB agrees to notify Contractor in writing within a reasonable time from receipt of a request for information related to Contractor's work under this contract, if such information is held by Contractor, or if the request pertains to information Contractor has labeled as proprietary or confidential as described in section 9.17, below. Contractor will cooperate with the SPB in the production of documents responsive to the request. The SPB will make a determination whether to submit a Public Information Act request to the Attorney General. Contractor will notify the SPB within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing the Contract. This

Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

9.17 Proprietary Information: The SPB is a government agency subject to the Texas Public Information Act. Information submitted to the SPB by Contractor shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Contractor to include proprietary or otherwise confidential information in its Proposal or other submitted information, Contractor must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire proposal is excepted from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Contractor to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA..

9.18 Antitrust and Assignment of Claims: Pursuant to 15 U.S.C. §1, et seq., and Texas Business & Commerce Code §15.01, et seq., the Contractor affirms that to the best of its information, knowledge and belief it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its Proposal for the Contract directly or indirectly to any competitor or any other person engaged in such line of business. The Contractor hereby assigns to the SPB any claims for overcharges associated with the Contract under 15 U.S.C. §1, et seq., and Texas Business & Commerce Code §15.01, et seq.

9.19 Affirmation Clauses:

- A. The Contractor affirms that it has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract. Any instances of unethical conduct, undisclosed conflicts of interest and/or potential conflicts of interest, and other improprieties by the Contractor are grounds for termination of the Contract.
- B. Contractor certifies that the individual or business entity named in the Contract is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a State agency.
- C. Pursuant to Texas Government Code, Section 2155.004, Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- D. Pursuant to Texas Family Code, Section 231.006 (relating to child support), Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the



specified payment and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

- E. Contractor represents and warrants that Contractor has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that Contractor's provision of services under this Contract would not reasonably create an appearance of impropriety.
  - F. The Contractor agrees that payments due under the Contract will be applied to any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support, that have arisen prior to or arise after execution of this Agreement.
  - G. Contractor certifies that the individual or business entity named in the Contract is eligible to participate in this transaction and that it has not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that the Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that the Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
  - H. Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from the SPB or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Contract.
  - I. As required by Texas law, Vendor affirms that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of the PO.
  - J. As required by Texas law, Contractor affirms that it is not engaged in active business operations with Sudan, Iran, or any foreign terrorist organization and/or organizations with policies that are anathema to the policy interests of the United States or the State of Texas.
- 9.20 Buy Texas: Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a price and time comparable to products and materials produced outside the state.
- 9.21 Taxes: Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the SPB.
- 9.22 Supporting Documents, Retention; Right to Audit; Independent Audits: Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a

period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work" as defined in this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by the SPB and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the SPB and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code, Section 2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

- 9.23 Force Majeure: The SPB may grant relief from performance of the Contract if the vendor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with the SPB.
- 9.24 No Waiver: This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the SPB as an agency of the State of Texas or otherwise available to the SPB. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to the SPB under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The SPB does not waive any privileges, rights, defenses, remedies, or immunities available to the SPB as an agency of the State of Texas, or otherwise available to the SPB, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. The modification of any privileges, rights, defenses, remedies, or immunities available to the SPB must be in writing, must reference this Section, and must be signed by the SPB to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to the SPB shall not constitute waiver of any subsequent privileges, rights, defenses, or immunities under this Agreement or under applicable law.
- 9.25 Limitation of Liability: The SPB shall not be liable for any direct or consequential damages to the Contractor or any third party for any act or omission of the Contractor in the performance of this Agreement. The SPB shall not indemnify nor guarantee any obligation of the Contractor.

- 9.26 Federal, State, and Local Requirements: The Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both Federal and State Unemployment insurance coverage and standard Workers' Compensation Insurance coverage. The Contractor shall comply with all Federal and State tax laws and withholding requirements. The SPB shall not be liable to the Contractor or its employees for any Unemployment or Workers' Compensation coverage, or Federal or State withholding requirements. The Contractor shall indemnify the SPB and pay to the SPB all costs, penalties, or losses resulting from the Contractor's omission or breach of this Section.
- 9.27 Assignment: The Contractor may not assign or subcontract this Agreement, in whole or in part, without the SPB's prior written consent. The Agreement is void if sold or assigned to another company without the written approval of the SPB.
- 9.28 DTPA: The Contractor represents and warrants that it has not been the subject of a Deceptive Trade Practices Act or any unfair business practice administrative hearing or court suit and that the Contractor has not been found to be liable for such practices in such proceedings. The Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of a Deceptive Trade Practices Act or any unfair business administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
- 9.29 False Statements: By signature to this Contract, the Contractor makes all the representations, warranties, guarantees, certifications, and affirmations included in this Agreement. If the Contractor signed its proposal with a false statement or signs this Agreement with a false statement or it is subsequently determined that the Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, the Contractor shall be in default under this Agreement and the SPB may terminate or void this Agreement for cause and pursue other remedies available to the SPB under this Agreement and applicable law.
- 9.30 Limitation on Authority: The Contractor will have no authority to act for or on behalf of the SPB or the State of Texas except as expressly provided for in the Contract; no other authority, power or use is granted or implied. The Contractor may not incur any debts, obligations, expenses, or liabilities or any kind on behalf of the SPB or the State of Texas.
- 9.31 Equal Opportunity: The Contractor represents and warrants that it shall comply with the Civil Rights Act in giving equal opportunity without regard to race, color, creed, sex or national origin.
- 9.32 Immigration Laws: The Contractor certifies that all Contractor employees are and will be in compliance with all requirements of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603).
- 9.33 Direct Deposit: The electronic funds transfer (EFT) provisions of Texas law were revised by H.B. 2429, which is now in effect. Depending on eligibility under the law, certain payments from the State may be directly deposited into the Contractor's bank account or may be made by warrant. Vendors who may be eligible for direct deposit and who wish to be paid by direct deposit, must complete the form titled "Vendor Direct Deposit Authorization" and return it as soon as possible to: State Preservation Board, Accounting, P.O. Box 132876, Austin, TX 78711. Comptroller of Public Accounts' Claims Divisions oversees the distribution of the state payments, both warrants (paper checks) and direct deposit. For questions regarding the statewide process, contact the Claims Payment Processing Section, at 1-800-531-5441, ext. 6-8138 or (512) 936-8138,

or send an email message to [claims.division@cpa.state.tx.us](mailto:claims.division@cpa.state.tx.us).

- 9.34 Partially Completed Work: No later than the seventh calendar day after the termination of this Contract or at SPB request, the Contractor shall deliver to the SPB all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of this Contract Agreement. The Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the SPB.
- 9.35 Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 9.36 Prior Agreements Superseded: This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.
- 9.37 Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised the SPB as to the facts and circumstances surrounding the conviction.
- 9.38 Survival of Terms: Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
- 9.39 Certification Concerning Hurricane Relief: Government Code §2155.006 and §2261.053 prohibit the SPB from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Government Code §418.004, occurring after September 24, 2005. Under Government Code §2155.006 the Contractor certifies that the individual or business entity named in its proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- 9.40 Historically Underutilized Businesses (HUBs): In accordance with State law, it is SPB's policy to assist HUBs, whether minority or women-owned, whenever possible, to participate in providing goods and services to the agency. SPB encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Contractor's obligations with SPB.
- 9.41 Misclassification of Workers: Effective January 1, 2014, Texas Labor Code sec. 214.008 authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and fails to properly classify their workers. This section applies to subcontractors directly retained and compensated by a person who contracts with a governmental entity.

9.42 Employment Eligibility:

**(a) U.S. Department of Homeland Security's E-Verify System.** By entering into this Contract, the Contractor assures SPB that all of its employees are legally eligible to work in the State of Texas and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons employed to perform duties under this Contract. Prior to the beginning of work at any SPB property, Contractor must use the E-Verify® Internet-based system to verify worker employment eligibility. E-Verify is an Internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. Contractor must provide documentation showing that this requirement has been met for all employees working on SPB properties.

**(b)** For Contractor employees not subject to E-verify who will work on any aspect of this project, Contractor assures SPB that all employees are legally eligible to work in the State of Texas and all required employment verification procedures have been used to establish employment eligibility.

**(c)** Unverified workers on site may be cause for termination of the Contract. Workers who are not legally qualified to work in Texas will be cause for termination of Contract.

9.43 Drug Free Workplace:

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

9.44 Default:

If Contractor is found to be in default under any provision of this Contract, SPB may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. In the event of abandonment or default, Contractor will be responsible for paying damages to SPB including but not limited to re-procurement costs, and any consequential damages to the State of Texas or SPB resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

9.45 No Substitutions:

Substitutions are not permitted without written approval of SPB.

9.46 Damage to Government Property:

Contractor will be liable for costs of repair for any damage to the premises caused by Contractor, contractor's employees or sub-consultants, guests or anyone associated with Contractor.

ARTICLE 10  
INSURANCE

10.1 Contractor shall purchase and maintain insurance, in full force at all times and at its expense, as shall protect the Contractor from claims that may arise out of or result from the Contractor's performance of service pursuant to this Agreement, in the following types and amounts for the duration of this Agreement, and any extensions thereof, and furnish original Certificates of Insurance, including policy declaration and policy endorsements before work commences as evidence thereof:

10.1.1. Minimum Insurance Coverage:

10.1.1.1 Workers Compensation: Minimum coverage for employer liability as determined by the Texas Department of Insurance.

10.1.1.2 Commercial General Liability Insurance: \$1,000,000 minimum each occurrence limit; \$2,000,000 minimum general aggregate limit.

10.1.1.3 Automobile Liability Insurance for all owned, non-owned, and hired vehicles: Minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.

10.1.1.4 Umbrella Liability Insurance for an amount of not less than \$2,000,000.00 that provides coverage at least as broad as and applies in excess and follows the form of the primary liability coverage required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

10.1.2 General Requirements for Insurance:

Contractor agrees that each of the insurance policies obtained shall meet the requirements of this Agreement and contain the following:

10.1.2.1 The Contractor shall be responsible for deductibles and self-insured retention, if any, stated in policies. All deductibles or self-insured retention shall be disclosed on the certificate of insurance required above and must be approved by the Owner. Actual losses not covered by insurance as required by this Agreement shall be paid by the Contractor.

10.1.2.2 All insurance coverage obtained by Contractor to fulfill the requirements hereunder shall be on an occurrence basis.

10.1.2.3 Contractor shall maintain coverage for the duration of the Agreement and for two years following the completion of the work under the Agreement. The Contractor shall, on at least an annual basis, provide the SPB with an insurance certificate as evidence of insurance. The premium for the reporting period shall be paid by the Contractor.

10.1.2.4 The Parties agree that the policies required in this Agreement, shall be considered

primary coverage, as applicable.

- 10.1.2.5 Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A.M. Best rating of A or better.
- 10.1.2.6 All certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or limited until thirty (30) days after the SPB has received written notice.
- 10.1.2.7 Unless the requisite prior notification has been provided to the SPB and replacement insurance meeting all of the requirements of this Agreement has been obtained, Contractor shall not cause or allow any of its insurance coverage to be canceled nor permit any insurance coverage to lapse during the term of the Agreement or as required in the Agreement.
- 10.1.2.8 The SPB reserves the right to review the insurance requirements of this section during the effective period of the Agreement and to make reasonable adjustments to insurance coverage and their limits when deemed necessary and prudent by the SPB based upon changes in statutory law, court decisions or the claims history of the industry as well as the Contractor (such adjustments shall be commercially available to the Contractor).
- 10.1.2.9 Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall require each Subcontractor performing work under the Contract, at the Subcontractor's own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions shown above. As an alternative, the Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The Contractor's certificates of insurance shall note in such event that the Subcontractors are included as additional insureds and that Contractor agrees to provide Workers' Compensation for the Subcontractors and their employees. The Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The Contractor must retain the certificates of insurance for the duration of the Contract and shall have the responsibility of enforcing these insurance requirements among its subcontractors. The SPB shall be entitled, upon request and without expense, to receive copies of these certificates.

## ARTICLE 11 BONDS

- 11.1 Prior to commencement of work under this Contract, Contractor is required to tender payment and performance bonds to SPB, as required by Texas Government Code, Chapter 2253, when the following circumstances apply:

11.1.1 A performance bond is required if the Contract amount is in excess of \$100,000.00. The performance bond is solely for the protection of SPB. The performance bond is to be for the sum of the Contract to guarantee the faithful performance of the work in accordance with the Contract. The performance bond shall be effective through Contractor's warranty period. When submitting a proposal for services as requested by the SPB, Contractor shall provide documentation for the cost of the performance bond.

11.1.2. A payment bond is required if the Contract amount is in excess of \$25,000.00. The payment bond is to be for the sum of the Contract and is payable to SPB solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with Contractor or a subcontractor. When submitting a proposal for services as requested by the SPB, Contractor shall provide documentation for the cost of the payment bond.

11.2 Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to SPB, on SPB's form, attached hereto and incorporated herein as Exhibit C – SPB Bond Forms, and in compliance with the relevant provisions of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, SPB may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsurer may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to SPB.

11.3 Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

**11.4** The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with Texas Government Code, Chapter 2253. **IF FOR ANY REASON A STATUTORY PAYMENT OF PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD OWNER HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.**

11.5 SPB shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Texas Government Code, Section 2253.026(f). Claims on payment bonds must be sent directly to Contractor and its surety in accordance with Texas Government Code, Section 2253.041. All payment bond claimants are cautioned that no lien exists on the funds unpaid to Contractor on such Contract, and that reliance on notices sent to SPB may result in loss of their rights against Contractor and/or its surety. SPB is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.6 The rights of subcontractors regarding payment are governed by Texas Property Code, Sections 53.231–53.239 when the value of a Delivery Release is less than \$25,000.00. These provisions set out the requirements for filing a valid lien on funds unpaid to Contractor as of the time of filing the claim, actions



necessary to release the lien and satisfaction of such claim.

11.7 Sureties shall be listed on the US Department of the Treasury's Listing Approved Sureties stating companies holding Certificates of Authority as acceptable sureties on federal bonds and acceptable reinsuring companies (Department Circular 570).

ARTICLE 12  
NOTICE

Any notice required or permitted to be given pursuant to the Agreement shall be in writing and sent to the address set forth below. Notice shall be deemed delivered on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service.

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

SPB: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Persons signing are expressly authorized to obligate the parties to the terms of this contract. The undersigned hereby agree to the terms and conditions of this Agreement:

OWNER  
State Preservation Board

By: \_\_\_\_\_  
Rod Welsh  
Executive Director

\_\_\_\_\_  
Date

CONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Leslie Pawelka, SPB Attorney

\_\_\_\_\_  
Date

**ATTACHMENT C**  
**CONTRACTOR'S PROPOSAL FORM/BID FORM**

Note: This attachment must be signed and returned with the respondent's proposal. Proposals that do not include this exhibit will not be considered. Proposals shall be void if false statements are contained in this exhibit.

Respondent (firm name): \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Street/City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Texas Identification Number (TIN) or Federal Employer Identification Number: \_\_\_\_\_

Project Number: 809-18-0029

Project Title: Coping Repairs - Texas Capitol Extension Parking Garage

Having carefully examined the RFP for the referenced project, we hereby propose to furnish all labor, materials, equipment, coordination and supervisory activities necessary to complete the work described in this RFP for the following amount:

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) \*NOTE: Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern

Acknowledge Receipt of Addenda (if any):    \_\_\_ Addendum #1    \_\_\_ Addendum #2    \_\_\_ Addendum #3

**By signature hereon, Respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Bidder under 34 TAC 20.32 (68).

Under Texas Government Code §2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Offer. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code §231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the SPB or any other state agency, was involved with or has any interest in this Offer or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of the SPB or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position from Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

The SPB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS), <http://www.epls.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

Under Section 2155.006 (b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified

contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the Respondent or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Respondent affirms that the execution of an agreement between Respondent and the State Preservation Board will not create a conflict of interest or cause an appearance of a conflict of interest. In its Proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a Proposal and possible selection as Contractor or its performance of the Contract. If the circumstances certified by Respondent change or additional information is obtained subsequent to submission of Proposal, by submitting a response Respondent agrees that it is under a continuing duty to supplement its response under this provision, and Respondent shall submit updated information as soon as reasonably possible upon learning of any change to Respondent's affirmation.

Respondent certifies that it has not employed and will not employ a former State Preservation Board employee who participated in a procurement or contract negotiation for the State Preservation Board involving Respondent within two years after the employee left state agency employment. This certification only applies to former state employees whose state employment ceased on or after September 1, 2015.

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Offer.

**RESPECTFULLY SUBMITTED:**

**Authorized Signature:** \_\_\_\_\_

**Name (typed/printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT D**  
**RFP SUBMISSION CHECKLIST**

Checklist for RFP 809-18-0029

Title: Coping Repairs, TX Capitol Extension Parking Garage

Due Date: February 14, 2018 @ 2:00PM CT

Respondent Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Primary Project Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**1. Submit one (1) original of the following:**

- Attachment D - This RFP Submission Checklist \_\_\_\_\_
- Attachment E - HUB Subcontracting Plan  
(if bid is \$100,000 or more) \_\_\_\_\_
- Attachment C - Contractor's Proposal Form \_\_\_\_\_
- Firm Information listed under Section 1 - Proposal  
Information/Information to Bidders, 1.9.4 \_\_\_\_\_
- Preliminary Schedule and Execution Plan \_\_\_\_\_
- Complete Line Item Cost Details \_\_\_\_\_

**ATTACHMENT E**  
**HUB SUBCONTRACTING PLAN**

**The HUB Subcontracting Plan policy applies to all contracts with an expected value of \$100,000 or more. If your proposal is less than \$100,000, a HUB Subcontracting Plan is not required. If your cost proposal is \$100,000 or more, failure to submit a HUB Subcontracting Plan will result in rejection of the Response.**

See attached Texas Comptroller of Public Accounts HUB Subcontracting Plan (HSP) forms and HUB bidder's lists. The HUB Subcontracting Plan (the "Plan") must be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed by the form instructions. **If your proposal is \$100,000 or more, failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.** In the event the Respondent should determine it is necessary to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

**The State of Texas HUB subcontractor participation goal for this project is 21.1%.** The State Preservation Board has determined that HUB subcontracting opportunities may exist on this project. HUB subcontracting opportunities may be available in the following areas:

NIGP Class/Item: 910/51	Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services, including Inside Concrete Sawing and Grouting Work
NIGP Class/Item: 910/78	Weatherization, Weather and Waterproofing Maintenance and Repair Services
NIGP Class/Item: 910/54	Painting, Maintenance and Repair Services, Including Caulking

The list above is not, nor intended to be a comprehensive list that identifies all subcontracting opportunities. See attachment "HUB Vendor List" for a list of active HUB vendors that have signed up with the Comptroller of Public Accounts as providing the types of services listed above. See the Texas Comptroller of Public Accounts website at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do> for additional HUB vendor lists. **Note that HUB vendors must be given at least seven (7) working days to respond to requests for bids.**

Note that the *Good Faith Effort - Method B Section B-3* requires that in addition to notifying three (3) Texas certified HUBs, you must provide written notification of the subcontracting opportunity to two (2) or more HUB trade organizations in Texas. The entities listed below have expressed their willingness to accept notices of subcontracting opportunities from vendors to distribute to their minority and woman-owned business members. Additional resources can be found on the Texas Comptroller of Public Accounts website at <https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>

Asian Contractor Association

**Website:** [www.acta-austin.com](http://www.acta-austin.com)

**Contact:** Aletta Banks

**Email:** [asiancontractor@gmail.com](mailto:asiancontractor@gmail.com)

**Phone:** [512-926-5400](tel:512-926-5400)

**Fax:** 512-926-5410

Hispanic Contractors Association de San Antonio

**Website:** [www.hcadesa.org](http://www.hcadesa.org)

**Contact:** Roy Attwood

**Email:** [admin@hcadesa.org](mailto:admin@hcadesa.org)

**Phone:** [210-444-1100](tel:210-444-1100)

**Fax:** 210-444-1101

Southwest Minority Supplier Development Council

**Website:** <http://www.smsdc.org>

**Contact:** Noelle Flowers

**Email:** [Noelle@smsdc.org](mailto:Noelle@smsdc.org)

**Phone:** [512-386-8766](tel:512-386-8766)

**Fax:** 512-386-8958

Texas Association of African American Chambers of Commerce (TAAACC)

**Website:** [www.taaacc.org](http://www.taaacc.org)

**Contact:** Charles O'Neal

**Email:** [cro@taaacc.org](mailto:cro@taaacc.org)

**Phone:** [512-535-5610](tel:512-535-5610)

Texas Association of Mexican American Chambers of Commerce (TAMACC)

**Website:** [www.TAMACC.org](http://www.TAMACC.org)

**Contact:** Pauline Anton

**mail:** [panton@TAMACC.org](mailto:panton@TAMACC.org)

**Phone:** [512-444-5727](tel:512-444-5727)



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.





# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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**IMPORTANT:** If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number:                      Description:

[illegible]

Page 1 of 1  
(Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Requisition #: \_\_\_\_\_

Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_ .  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable



**HUB Vendor List - Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services**

Vendor ID	Company Name	Contact Person	City	Email	Phone	HUB Eligib
1461995281600	360TXC LLC	Tony Lester	ROUND ROCK	estimator@360txc.com	877-710-7474	BL
1271548520200	A-PLUS SEALANTS, INC.	PRESIDENT/Terrisia Schier	AUSTIN	aplussealants@hotmail.com	512-454-3388	WO
1760404341800	A.C.T. SERVICES	President / Deborah Harris	SAN ANTONIO	debbie@actsofx.com	210-902-5785	WO
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	AI
1742952118400	ADVAN-EDGE CUSTOM BUILDER, LLC	Peter Vargas	SAN ANTONIO	petervargas@att.net	210-846-1842	HI
1752856954800	ADVANCED ROOFING SERVICES, INC.	Cruz Mendez	LONGVIEW	sammie@advancedroofingservices.com	903-759-9298	HI
1263904481200	AG CONSTRUCTION MANAGEMENT	Anthony Gutierrez	AUSTIN	info@agcm.us	512-579-6498	HI
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	HI
1460813797300	ALLY ROOFING SERVICES LLC	Tina Chapman	HOUSTON	tina@allyroofingservices.com	832-617-8653	WO
1800790305900	AMERICANA BUSINESS CONSULTANTS LLC	Tobias G. Ogu	HOUSTON	abc.toby@americanabusiness.com	713-271-7626	BL
1474869587200	AMERITEX WATERPROOFING INC.	TERRY MCILVAIN	FLORESVILLE	TERRY@AMERITEXWATERPROOFING.COM	210-281-1834	WO
1760110237300	AQUATEX WATER CONDITIONING, INC.	Nancy L. Standeford	ALVIN	nls@aquatexwater.com	281-331-7777	WO
1752964285600	ARCJF, INC.	JEFF FOLSOM	DALLAS	jfolsom@alpineroofing.com	214-528-9897	AI
1752890562700	ASR ENTERPRISES INC	John Allard	BURLESON	jallard@asr-ent.com	817-366-5501	HI
1752686521100	BASECOM INC	OSCAR OAXACA	FORT WORTH	oaxaca@basecominc.com	817-589-0050	HI
1273088856200	BASIC SDV, INC	Jeff Judkins	AUSTIN	jjudkins@basicsdv.com	210-542-0873	DV
1752917230000	BRENCO INDUSTRIAL SERVICES LLC	Vice-Pres. /Brenda J Snay	DALLAS	bsnay@brenco-llc.com	214-267-1628	AI
1751960996401	BRYCO	Owner/GERALDINE BRYANT	FORT WORTH	brycb0922@yahoo.com	817-294-0438	WO
1263389267900	BRYNCO, INC.	Pres/Katherine Garza	COLLEGE STATION	BRYCOINC@GMAIL.COM	979-220-8856	HI
1841642752600	CAPITAL CITY MAINTENANCE & WATERPROOFING	C.E.O. /Rene Molina Jr..	AUSTIN	capitalcityoffice@yahoo.com	512-406-4796	HI
1263484785400	CAPTAIN CONSTRUCTION COMPANY LLC	Bobby Captain/Owner/Mgr.	MANSFIELD	cccbuilders@aol.com	682-518-1448	BL
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	DALLAS	dmunoz@carconindustries.com	214-352-8515	HI
1752665791500	CARRCO PAINTING CONTRACTORS, INC.	Javier Huerta	DALLAS	jhuerta@carrcopainting.com	214-624-7560	HI
1473191874500	CBMAA, LLC	Wellington Facility Services	FORNEY	chris.patton@wellingtonfs.com	214-227-2269	BL
1742919890000	CEDA-TEX SVCS INC	Pres./FRED ODANGA	CEDAR PARK	contact@cedatex.com	512-339-0155	BL
1742585611300	CLEANOLOGY SERVICES & SUPPLY	OWNER/THANH P. NGUYEN	SAN ANTONIO	betty@cleanologyservices.com	210-523-0102	AS
1743003328600	COBOS DESIGN & CONSTRUCTION, INC.	President / CALIXTO COBOS	AUSTIN	cobosdc2cal@yahoo.com	512-478-1986	HI
1043814808100	CONSOLIDATED ENTITIES, LLC	ABAYOMI A. OWOLABI	SUGAR LAND	realty@cosolent.com	281-265-2457	BL
1474614863500	CORZA CONSTRUCTION	Juan Carlos Garza	AUSTIN	juancarlos@corzaconstruction.com	830-703-6846	HI
1200265986500	CREED CONSTRUCTION INC.	Chester Reed	MANSFIELD	chester@creedci.com	682-518-8835	BL
1202683218300	D & L CONSTRUCTION, INC.	Linda M. Young/President	FORT WORTH	lyoung@dandlconstructioninc.com	817-886-6836	WO
1474668241900	DKING EXPRESS, LLC	DELE ADEBAYO	MISSOURI CITY	INFO@DKINGEXPRESS.COM	832-404-6265	BL
1201012492800	DURA PIER FACILITIES SERVICES, LTD	Owner - Tammi L. Terry	HOUSTON	tammi@facilitiesources.com	713-337-5700	WO
1752496796900	FACILITIES CONSULTING GROUP, INC.	Sharon Taylor, Branch Mgr	DALLAS	ed.mendenhall@facilitiesconsulting.biz	214-631-4453	BL
1760549830600	FAIRWEATHER GROUP, LLC	Amy Miller	CONROE	amiller@fairweathergrp.com	936-756-6446	WO
1742489403200	FST CONSTRUCTION	OWNER/FERNANDO SANCHEZ	SAN ANTONIO	fstconstruction@yahoo.com	210-843-5725	HI
1752205887800	G. L. MORRIS ENTERPRISES, INC.	Pres./Marla K. Murphy	FORT WORTH	marla@sun-belt.com	817-877-0866	WO
1752305253200	G. P. WATERPROOFING & RESTORATION SERVIC	LUIS ROSILES/OWNER	DALLAS	lrosiles@aol.com	972-642-4335	HI
1208450971500	GHR CONCRETE INC	Paul Gonzales	DALLAS	katie@ghrconcrete.com	214-232-3622	HI
1270656120100	GREENHALL LLC	Cindy Green	SAN ANTONIO	cindy@greenhallco.com	210-381-0601	HI
1822273584900	HALO EXCAVATION SERVICES, LLC	Kimberly Castro	SAN ANTONIO	haloexcavationservices2017@gmail.com	210-730-3545	HI
1203286415400	HENOCK CONSTRUCTION, LLC	Mging Mbr/Henock Perez	SAN ANTONIO	henock@henockconstruction.com	210-661-2737	HI
1412233395900	HEPCO DRYWALL & PAINTING CONTRACTORS INC	Nick Hernandez	HOUSTON	BidsHEPCO@gmail.com	713-433-6135	HI
1203459842000	HIGH PERFORMANCE CONSTRUCTION GROUP	Priscilla Rodriguez	GROVES	hpcopr@gmail.com	409-332-9562	HI
1770687246600	HILL BROS. CONSTRUCTION	Managing Member/Kara Hill	SAN ANTONIO	kara@hillbroconstruction.com	210-316-0720	WO
1760514868700	HONESTY ENVIRONMENTAL SERVICES INC	KAMAL HUSSEIN	HOUSTON	kamal@honestyenvironmental.com	713-856-5354	WO
1274171451800	HUCKEYEHEALTH SERVICES LLC	christopher Ojiako	KATY	huckeyehealth@yahoo.com	281-712-2051	BL

**HUB Vendor List - Weatherization, Weather and Waterproofing Maintenance and Repair Services**

Vendor ID	Company Name	Contact Person	City	Email	Phone	HUB Eligibility
1461995281600	360TxC LLC	Tony Lester	ROUND ROCK	estimator@360txc.com	877-710-7474	BL
1271548520200	A-PLUS SEALANTS, INC.	PRESIDENT/Terrisia Schier	AUSTIN	aplussealants@hotmail.com	512-454-3388	WO
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	AI
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	HI
1460813797300	ALLY ROOFING SERVICES LLC	Tina Chapman	HOUSTON	tina@allyroofingservices.com	832-617-8653	WO
1474869587200	AMERITEX WATERPROOFING INC.	TERRY MCILVAIN	FLORESVILLE	TERRY@AMERITEXWATERPROOFING.COM	210-281-1834	WO
1760110237300	AQUATEX WATER CONDITIONING, INC.	Nancy L. Standeford	ALVIN	nls@aquatexwater.com	281-331-7777	WO
1752313351400	ARNOLD AND ASSOCIATES, INC.	President/Wendy L. Kelleher	ADDISON	wkelleher@elarnoldandassociates.com	972-991-1144	WO
1752890562700	ASR ENTERPRISES INC	John Allard	BURLESON	jallard@asr-ent.com	817-366-5501	HI
1750906414700	BROWN-MCKEE, INC.	President/Michael P. Oles	LUBBOCK	mikepoles@brownmckee.com	806-745-4511	HI
1751960996401	BRYCO	Owner/GERALDINE BRYANT	FORT WORTH	brycb0922@yahoo.com	817-294-0438	WO
1263389267900	BRYNCO, INC.	Pres/Katherine Garza	COLLEGE STATION	BRYCOINC@GMAIL.COM	979-220-8856	HI
1841642752600	CAPITAL CITY MAINTENANCE & WATERPROOFING	C.E.O. /Rene Molina Jr..	AUSTIN	capitalcityoffice@yahoo.com	512-406-4796	HI
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	DALLAS	dmunoz@carconindustries.com	214-352-8515	HI
1473191874500	CBMAA, LLC	Wellington Facility Services	FORNEY	chris.patton@wellingtonfs.com	214-227-2269	BL
1465090912100	CLOVIS CONTRACTING COMPANY LLC	Bert Kivell	NEW BRAUNFELS	admin@cloviscontracting.com	512-465-2055	WO
1743003328600	COBOS DESIGN & CONSTRUCTION, INC.	President / CALIXTO COBOS	AUSTIN	cobosdc2cal@yahoo.com	512-478-1986	HI
1043814808100	CONSOLIDATED ENTITIES, LLC	ABAYOMI A. OWOLABI	SUGAR LAND	realty@cosolent.com	281-265-2457	BL
1200265986500	CREED CONSTRUCTION INC.	Chester Reed	MANSFIELD	chester@creedci.com	682-518-8835	BL
1752675180900	D & G QUALITY ROOFING, INC.	Christa Weatherby	BURLESON	christa@dgroofing.com	817-568-8300	WO
1201012492800	DURA PIER FACILITIES SERVICES, LTD	Owner - Tammi L. Terry	HOUSTON	tammi@facilitiesources.com	713-337-5700	WO
1752496796900	FACILITIES CONSULTING GROUP, INC.	Sharon Taylor, Branch Mgr	DALLAS	ed.mendenhall@facilitiesconsulting.biz	214-631-4453	BL
1742144642200	FORT BEND SERVICES INC	Tammy Faber / Vice President of Operat	STAFFORD	tfaber@fortbendservices.com	281-261-5199	WO
1742489403200	FST CONSTRUCTION	OWNER/FERNANDO SANCHEZ	SAN ANTONIO	fstconstruction@yahoo.com	210-843-5725	HI
1752205887800	G. L. MORRIS ENTERPRISES, INC.	Pres./Marla K. Murphy	FORT WORTH	marla@sun-belt.com	817-877-0866	WO
1752305253200	G. P. WATERPROOFING & RESTORATION SERVIC	LUIS ROSILES/OWNER	DALLAS	lrosiles@aol.com	972-642-4335	HI
1822273584900	HALO EXCAVATION SERVICES, LLC	Kimberly Castro	SAN ANTONIO	haloexcavationservices2017@gmail.com	210-730-3545	HI
1203459842000	HIGH PERFORMANCE CONSTRUCTION GROUP	Priscilla Rodriguez	GROVES	hpcopr@gmail.com	409-332-9562	HI
1274171451800	HUCKEYEHEALTH SERVICES LLC	christopher Ojiako	KATY	huckeyehealth@yahoo.com	281-712-2051	BL
1453564452100	HYDRO EX	Daniel Olivo	CORPUS CHRISTI	daniel@hydroexllc.com	361-452-1375	HI
1742884342300	HYNES SERVICES, INC.	Pres./MICHAEL W. HYNES	ROCKPORT	HynesServicesInc@aol.com	361-729-7180	AI
1204721086400	JEANS WATERPROOFING OF TEXAS, L.P.	Lynda De Pippo/Partner	NEW BRAUNFELS	info@jwtxas.com	830-557-4240	WO
1471412523500	K. TILLMAN CONSTRUCTION LLC	Yakira Braden	DALLAS	yakira@ktilmanconstruction.com	832-622-3160	BL
1461657071000	KS RESTORATION, INC.	Owner/Kim Smith	ARLINGTON	ksrestoration@yahoo.com	817-307-1802	WO
1272034726400	M2 FEDERAL INC	Mike Scheiern	SAN MARCOS	Mike.Scheiern@m2federal.com	512-450-4502	DV
1742490361900	MALTBY BUILDERS INC	SANDRA MALTBY	KINGSVILLE	maltbybuilders@sbcglobal.net	361-592-8426	WO
1760681859300	MARSH WATERPROOFING, INC.	Tim Marsh	VIDOR	MWATERPROOFING@AOL.COM	409-769-0459	WO
1263930450500	MEDEL PAINTING, INC.	Rafael Medel	BUDA	rmedel@medelpaintinginc.com	512-312-4508	HI
1821212282600	MIGHTY SERVICES CONSTRUCTION, LLC	Monica Atterberry	DALLAS	monica@mightysconstruction.com	469-471-4519	BL
1742890583400	MLP VENTURES INC.	President/Liborio Perez	VON ORMY	mlp@att.net	210-623-8172	HI
1320351010500	MSK INDUSTRIES	Mildred Knox	CORPUS CHRISTI	msk2011mt@yahoo.com	832-215-2410	BL
1455317100100	MUNCOR, LLC	RAMIRO MUNOZ III	CORPUS CHRISTI	RAM@MUNOZENGRG.COM	361-946-4848	HI
1742823339300	MUNIZ CONCRETE AND CONTRACTING	Pres./Jose J. Muniz	AUSTIN	rudymunizcontracting.COM	512-385-2334	HI
1742890367200	NATIVE ENERGY & TECHNOLOGY, INC.	JOHN MORRIS	SAN ANTONIO	jmorris@native-energy.com	210-231-6060	AI
1202089172200	NORTH AMERICAN COMMERCIAL	Partner / Lynn Dunlap	DALLAS	lynn@naccolp.com	972-620-9975	WO
1901034783900	NRG CONSERVATION, INC DBA ENERGY EXPERTS	Hai Nguyen	MCKINNEY	hnguyen@energyexpertsdfw.com	214-785-6987	AS
1760018324200	PAYLESS INSULATION, INC.	VP/ELISA DIAS	HOUSTON	lmk@paylessinsulation.com	713-868-1021	WO
1465026259600	PEAK CONTRACTORS, LLC	Michael Herrera	SAN ANTONIO	mherrera@peakcontractorstx.com	210-227-4322	HI
1743017107800	PMG CUSTOM HOMES, INC.	Phillip Garcia	COLUMBUS	pgarcia@five-oak.com	979-732-5001	HI

**HUB Vendor List - Painting, Maintenance and Repair Services, Including Caulking**

Vendor ID	Company Name	Contact Person	City	Email	Phone	HUB Eligibility
1475357271900	1DZ ENTERPRISE, L.L.C	Debra A. Garcia	INGLESIDE	debbiegarc20@gmail.com	361-534-4244	HI
1204990047000	3 B'S CONSTRUCTION	Owner/Andrew Rosas	LYTLE	andrewrosas@sbcglobal.net	210-382-0984	HI
1461995281600	360TXC LLC	Tony Lester	ROUND ROCK	estimator@360txc.com	877-710-7474	BL
1542025048000	3T FEDERAL SOLUTIONS LLC	Sandeep S Yadav	AUSTIN	sales@3tfederal.com	888-738-6723	AS
1742633575200	A & C CAST. INC	Chris Castillo	SAN ANTONIO	chris.c@facilityservicesunlimited.com	210-481-1530	HI
1743004957100	A-1 TOTAL INTERIOR, INC.	Pres./CEO/Randy Sanchez Sr.	SAN ANTONIO	A1totalinteriors@sbcglobal.net	210-733-3739	HI
1271548520200	A-PLUS SEALANTS, INC.	PRESIDENT/Terrisia Schier	AUSTIN	aplussealants@hotmail.com	512-454-3388	WO
1760404341800	A.C.T. SERVICES	President / Deborah Harris	SAN ANTONIO	debbie@actsoftx.com	210-902-5785	WO
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	AI
1742952118400	ADVAN-EDGE CUSTOM BUILDER, LLC	Peter Vargas	SAN ANTONIO	petervargas@att.net	210-846-1842	HI
1263904481200	AG CONSTRUCTION MANAGEMENT	Anthony Gutierrez	AUSTIN	info@agcm.us	512-579-6498	HI
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	HI
1811519383300	ALA SIGNATURE SERVICES, LLC	Linda Alexander	KATY	alasingatureservices@gmail.com	817-993-9865	BL
1752692774800	ALCATEX INC	ALLISON BOEN GRIFFIS	ROYSE CITY	allisonb@alcatexdesign.com	972-226-0047	WO
1460813797300	ALLY ROOFING SERVICES LLC	Tina Chapman	HOUSTON	tina@allyroofingservices.com	832-617-8653	WO
1203985528800	AMERICAN HVAC, INC	Sherri Morris	HOCKLEY	sherri@americanserv.com	281-355-9100	HI
1474869587200	AMERITEX WATERPROOFING INC.	TERRY MCILVAIN	FLORESVILLE	TERRY@AMERITEXWATERPROOFING.COM	210-281-1834	WO
1455391339400	AMH JANITORIAL SERVICE	Amy Major	FRISCO	amhjanitorial@gmail.com	972-977-1612	WO
1352493348100	AQUA ONE LLC	Krin Mackenroth	NEDERLAND	krin@aquaeonellc.com	409-727-0354	WO
1760110237300	AQUATEX WATER CONDITIONING, INC.	Nancy L. Standeford	ALVIN	nls@aquatexwater.com	281-331-7777	WO
1752964285600	ARCJF, INC.	JEFF FOLSOM	DALLAS	jfolsom@alpineroofing.com	214-528-9897	AI
1383645071100	ASPAN CONSTRUCTION, INC. DBA SPECTRUM	Owner/Patricia Cantu Aspan	FORT WORTH	aspanconstructioninc@gmail.com	817-966-9476	HI
1752890562700	ASR ENTERPRISES INC	John Allard	BURLESON	jallard@asr-ent.com	817-366-5501	HI
1820697817500	AUSCO AIR HEATING, AIR CONDITIONING &	JOHN CAHILL	ROUND ROCK	JOHN.CAHILL@AUSCOAIR.COM	512-576-6074	HI
1204458359400	AZTECA DESIGNS, INC	PRESIDENT/CECILIA A. CASTEL	SAN ANTONIO	castellano@aztecadesigns.com	210-375-1900	HI
1263385953800	B.I.T CONSTRUCTION SERVICES INC	Pres/Britanie L. Olvera	AUSTIN	britanie@bitservicesinc.com	512-258-5336	HI
1752686521100	BASECOM INC	OSCAR OAXACA	FORT WORTH	ooaxaca@basecominc.com	817-589-0050	HI
1753211535300	BEJARANO CONSTRUCTION SERVICES, INC.	Irene A. Bejarano	SAN ANTONIO	ib@bejaranoinc.com	210-637-7800	HI
1472559736400	BMS JANITORIAL SERVICES	Rigoberto Cisneros Sr	DALLAS	cisneros.yaneth@outlook.com	972-925-0398	HI
1760605460300	BOBBYE JOYNER-MILLS INC.	Bobbie Joyner-Mills	HOUSTON	bobbie@bobbyemills.com	713-551-2010	BL
1752917230000	BRENCO INDUSTRIAL SERVICES LLC	Vice-Pres. /Brenda J Snay	DALLAS	bsnay@brenco-llc.com	214-267-1628	AI
1263389267900	BRYNCO, INC.	Pres/Katherine Garza	COLLEGE STATION	BRYCOINC@GMAIL.COM	979-220-8856	HI
1264466620300	BUILDERS CONSTRUCTION SERVICES, INC.	Carol Lacey	HUTTO	carol@buildersconstructionservices.com	512-491-0818	WO
1473615398300	CAMRA UNLIMITED	Cecle Yvette Norton	AUSTIN	cecile.norton@gmail.com	512-743-3318	BL
1412187094400	CAP CONSTRUCTION & ENVIRONMENTAL, LLC	Jesse Pina	SAN ANTONIO	jessepina07@yahoo.com	210-227-1800	HI
1841642752600	CAPITAL CITY MAINTENANCE & WATERPROOFING	C.E.O. /Rene Molina Jr..	AUSTIN	capitalcityoffice@yahoo.com	512-406-4796	HI
1263484785400	CAPTAIN CONSTRUCTION COMPANY LLC	Bobby Captain/Owner/Mgr.	MANSFIELD	ccbuilders@aol.com	682-518-1448	BL
1752918306700	CARCON INDUSTRIES & CONSTRUCTION, LLC	DIANA MUNOZ	DALLAS	dmunoz@carconindustries.com	214-352-8515	HI
1752665791500	CARRCO PAINTING CONTRACTORS, INC.	Javier Huerta	DALLAS	jhuerta@carrcopainting.com	214-624-7560	HI
1760693469700	CAS COMPANIES, L.P.	President/Kathryn Bowlin	MISSOURI CITY	kbowlin@caslp.com	281-499-4747	WO
1473191874500	CBMAA, LLC	Wellington Facility Services	FORNEY	chris.patton@wellingtonfs.com	214-227-2269	BL
1742919890000	CEDA-TEX SVCS INC	Pres./FRED ODANGA	CEDAR PARK	contact@cedatex.com	512-339-0155	BL
1811705689700	CERTAPRO PAINTERS OF COLLEGE STATION	Cliff Cornell	COLLEGE STATION	ccornell@certapro.com	866-505-8244	DV

1742311670000	CHAPARRAL CEILING & WALL INC.	Joe Chapa	AUSTIN	chaparralceilingandwall@gmail.com	512-385-5000	HI
1743003328600	COBOS DESIGN & CONSTRUCTION, INC.	President / CALIXTO COBOS	AUSTIN	cobosdc2cal@yahoo.com	512-478-1986	HI
1813661234000	CONKLIN & KIRKLEY, LLC	Kristen Conklin	LAKEWAY	kconklin@conklirkirley.com	936-554-9298	WO
1043814808100	CONSOLIDATED ENTITIES, LLC	ABAYOMI A. OWOLABI	SUGAR LAND	realty@cosolent.com	281-265-2457	BL
1271016971000	CONTRACTORS CORNER, LLC	Eduardo Garcia	SAN ANTONIO	agarcia@concorusa.com	210-462-3110	HI
1200265986500	CREED CONSTRUCTION INC.	Chester Reed	MANSFIELD	chester@creedci.com	682-518-8835	BL
1202683218300	D & L CONSTRUCTION, INC.	Linda M. Young/President	FORT WORTH	lyoung@dandlconstructioninc.com	817-886-6836	WO
1814610293600	DRIVE AWAY TODAY	Monique Verse	AUSTIN	driveawaytoday11@gmail.com	512-926-6040	BL
1450660060100	DRW JANITORIAL SERVICE, LLC	Nichole Williams	BRYAN	drwjantorial@gmail.com	979-575-8239	BL
1452429056700	DRY COATS PAINTING, LLC	Josue J. Rodriguez	SAN ANTONIO	Drycoats@gmail.com	210-316-1325	HI
1201012492800	DURA PIER FACILITIES SERVICES, LTD	Owner - Tammi L. Terry	HOUSTON	tammi@facilitiesources.com	713-337-5700	WO
1264751977100	E-FACILITY SOLUTIONS, LLC	Donald Keyes	RICHARDSON	donald.keyes@efacility-solutions.com	214-336-4280	BL
1742971150400	ENTERPRISE PAINTING & DRYWALL	Nery Contreras	AUSTIN	sales@enterprisepainting.com	512-821-3391	HI
1813771384000	ESCOBAR PAINTING CONTRACTORS	JOSE D. ESCOBAR	HOUSTON	ESCOBAR.PAINTING@YMAIL.COM	281-960-4995	HI
1680657495600	ESPARZA'S PAINTING/DRYWALL FINISHING	Owner/John Edward Esparza	SAN MARCOS	esparzasdrywall.painting@gmail.com	512-557-3328	HI
1752496796900	FACILITIES CONSULTING GROUP, INC.	Sharon Taylor, Branch Mgr	DALLAS	ed.mendenhall@facilitiesconsulting.biz	214-631-4453	BL
1760549830600	FAIRWEATHER GROUP, LLC	Amy Miller	CONROE	amiller@fairweathergrp.com	936-756-6446	WO
1742489403200	FST CONSTRUCTION	OWNER/FERNANDO SANCHEZ	SAN ANTONIO	fstconstruction@yahoo.com	210-843-5725	HI
1462959493900	G & S GLASS PRODUCTS	Javier Gomez	SAN ANTONIO	gnsglass@yahoo.com	210-531-0333	HI
1752205887800	G. L. MORRIS ENTERPRISES, INC.	Pres./Marla K. Murphy	FORT WORTH	marla@sun-belt.com	817-877-0866	WO
1752305253200	G. P. WATERPROOFING & RESTORATION SERVICE	LUIS ROSILES/OWNER	DALLAS	lrosiles@aol.com	972-642-4335	HI
1454617185200	G.J. SANCHEZ PAINTING	JOEL SANCHEZ	SAN ANTONIO	gjsanchezpainting@gmail.com	210-744-5635	HI
1451265869200	GG'S CONSTRUCTION, LLC	ROLANDO OSORIO	AUSTIN	ROLANDOO@MXCONSTRUCTION.NET	512-257-8075	HI
1270656120100	GREENHALL LLC	Cindy Green	SAN ANTONIO	cindy@greenhallco.com	210-381-0601	HI
1020668556100	GUERRA CONSTRUCTION COMPANY, INC.	GUERRA, RICHARDO R.	WESLACO	N_QUINTANILLA@YAHOO.COM	956-968-6773	HI
1472318149200	GUTIER LLC	Michael Gutierrez	SUGAR LAND	michael.gutierrez@gutier.com	832-532-7823	HI
1822273584900	HALO EXCAVATION SERVICES, LLC	Kimberly Castro	SAN ANTONIO	haloexcavationservices2017@gmail.com	210-730-3545	HI
1141981978100	HDD ENTERPRISES	HAROLD WASH	PFLUGERVILLE	hwash35@gmail.com	512-487-7507	BL
1203059002500	HEARTS FOR HOMES	Owner - Maureen Moulton	SAN ANTONIO	moultonm001@hotmail.com	210-421-9144	WO
1203286415400	HENOCK CONSTRUCTION, LLC	Mging Mbr/Henock Perez	SAN ANTONIO	henock@henockconstruction.com	210-661-2737	HI
1412233395900	HEPCO DRYWALL & PAINTING CONTRACTORS INC	Nick Hernandez	HOUSTON	BidsHEPCO@gmail.com	713-433-6135	HI
1203459842000	HIGH PERFORMANCE CONSTRUCTION GROUP	Priscilla Rodriguez	GROVES	hpcopr@gmail.com	409-332-9562	HI
1455076807201	HILBRICK INCORPORATED	Michael P. Hilbrick	WEST LAKE HILLS	mhilbrick@hilbrick.com	512-562-4999	DV
1770687246600	HILL BROS. CONSTRUCTION	Managing Member/Kara Hill	SAN ANTONIO	kara@hillbrosconstruction.com	210-316-0720	WO
1760514868700	HONESTY ENVIRONMENTAL SERVICES INC	KAMAL HUSSEIN	HOUSTON	kamal@honestyenvironmental.com	713-856-5354	WO
1274171451800	HUCKEYEHEALTH SERVICES LLC	christopher Ojiako	KATY	huckeyehealth@yahoo.com	281-712-2051	BL
1453564452100	HYDRO EX	Daniel Olivo	CORPUS CHRISTI	daniel@hydroexllc.com	361-452-1375	HI
1742884342300	HYNES SERVICES, INC.	Pres./MICHAEL W. HYNES	ROCKPORT	HynesServicesInc@aol.com	361-729-7180	AI
1811664752200	J T ROWLAND CONSTRUCTION SERVICES, INC.	Tom Rowland	THE WOODLANDS	T.M.Rowland@aol.com	713-553-5668	WO
1364721834900	J'S TOTAL SERVICE, INC.	CFO/Ivy M. Lanier	SAN ANTONIO	ivy@jstotalservice.com	210-355-3706	HI
1300410297900	J.R.O. ELECTRICAL SERVICES	Joe Orcasitas	SAN ANTONIO	orcasitas_j@yahoo.com	210-360-0377	HI
1271279948000	JEWEL'S COMMERCIAL CLEANING, LLC	Owner/Julia Siordia	SAN ANTONIO	julia@jccml.us	210-888-6130	HI
1451963199900	JM ENGINEERING, LLC	Melissa Weinberger	ROUND ROCK	melissa@jm-engineer.com	512-614-0226	WO
1472939833000	K & H ELITE	Keneshia Haye	KILLEEN	khaye@khe1.com	254-449-5299	BL
1471412523500	K. TILLMAN CONSTRUCTION LLC	Yakira Braden	DALLAS	yakira@ktillmanconstruction.com	832-622-3160	BL
1271077049100	KBL RESTORATION, LLC	AMY M BARNES	LONGVIEW	amy@kblrestoration.com	903-241-8330	WO
1742479057800	KEGLEY, INC.	Pres./ANITA M KEGLEY	SAN ANTONIO	anitakegley44@gmail.com	210-349-4994	WO

1461657071000	KS RESTORATION, INC.	Owner/Kim Smith	ARLINGTON	ksrestoration@yahoo.com	817-307-1802	WO
1272024469300	L5 SERVICES, LLC	John P. Ximenes/President	SAN ANTONIO	level5services@gmail.com	210-222-1705	HI
1760329419400	LEE CONSTRUCTION AND MAINTENANCE COMPA	JERRY R. LEE	HOUSTON	JLEE@LMCCORP.NET	713-947-2422	AI
1821007146200	LUMINOUS PHOENIX, LLC	Timothy Mata	SAN ANTONIO	lphoenix930@gmail.com	210-427-3895	HI
1814588031800	LUNA & LUNA HOLDINGS, LLC DBA	Managing Member/Andre Lui	AUSTIN	andre@cre8.construction	512-831-3662	HI
1272034726400	M2 FEDERAL INC	Mike Scheiern	SAN MARCOS	Mike.Scheiern@m2federal.com	512-450-4502	DV
1464164718600	MAHAN FOUNDATION & CONTRACTORS, LLC	Henry Mahan	CORPUS CHRISTI	mahanfci@yahoo.com	361-687-3901	HI
1742490361900	MALTBY BUILDERS INC	SANDRA MALTBY	KINGSVILLE	maltbybuilders@sbcglobal.net	361-592-8426	WO
1760681859300	MARSH WATERPROOFING, INC.	Tim Marsh	VIDOR	MWATERPROOFING@AOL.COM	409-769-0459	WO
1263930450500	MEDEL PAINTING, INC.	Rafael Medel	BUDA	rmedel@medelpaintinginc.com	512-312-4508	HI
1383930626600	MELVIN R KELLEY ENTERPRISES LLC	Melvin Kelley	DUNCANVILLE	melvin.kelley@mrkfabrication.com	888-380-2205	BL
1742148554500	MENDEZ & SON PAINT CONTRACTOR	Owner/LARRY MENDEZ	LUBBOCK	msonpaint@clearwire.net	806-445-5898	HI
1821212282600	MIGHTY SERVICES CONSTRUCTION, LLC	Monica Atterberry	DALLAS	monica@mightysconstruction.com	469-471-4519	BL
1813186284100	MIKOCORP, LLC	Pres./Matthew Lindsey	WEATHERFORD	matt@mikocorp.com	817-458-4425	AI
1760586361600	MILLENNIUM PROJECT SOLUTIONS, INC.	Vice President/Luke Morgan	CROSBY	mmorgan@mps-team.com	281-328-2200	WO
1203850727800	MKM CONSTRUCTION, LTD.	Mark Marlowe	SAN ANTONIO	mkmconstruction@att.net	210-648-9380	WO
1742890583400	MLP VENTURES INC.	President/Liborio Perez	VON ORMY	mlp@att.net	210-623-8172	HI
1320351010500	MSK INDUSTRIES	Mildred Knox	CORPUS CHRISTI	msk2011mt@yahoo.com	832-215-2410	BL
1742639077300	MULTI-CONSTRUCTION & CLEANING SERVICE	OWNER/CHARLES E BANKS	AUSTIN	multi.construction@yahoo.com	512-687-0437	BL
1455317100100	MUNCOR, LLC	RAMIRO MUNOZ III	CORPUS CHRISTI	RAM@MUNOZENGRG.COM	361-946-4848	HI
1742823339300	MUNIZ CONCRETE AND CONTRACTING	Pres./Jose J. Muniz	AUSTIN	rudy@munizcontracting.COM	512-385-2334	HI
1421593032300	MVP INSTALLATIONS, L.P.	Owner/Mike Flores	DONNA	mikezflores1@gmail.com	956-464-2579	HI
1742890367200	NATIVE ENERGY & TECHNOLOGY, INC.	JOHN MORRIS	SAN ANTONIO	jmorris@native-energy.com	210-231-6060	AI
1464531596200	NEW WORLD CONTRACTING, LLC	Dorrett Vanderberg	DALLAS	dorrett@newworldcontractingllc.com	214-812-9429	BL
1202089172200	NORTH AMERICAN COMMERCIAL	Partner / Lynn Dunlap	DALLAS	lynn@naccolp.com	972-620-9975	WO
1474940983600	NORTH TEXAS LAWN PAINTING & SERVICES	Jamie Austin	HOLLIDAY	jamiegaustin99@gmail.com	940-782-4732	HI
1821723264600	NTACT BUILDERS INC	DAVID MILES	HOUSTON	ntact2017@gmail.com	346-233-8462	BL
1550831222800	PALACIOS MARINE & INDUSTRIAL	Pres./Greg Garcia	PALACIOS	valerie@palaciosmarineindustrial.com	361-893-5390	HI
1760018324200	PAYLESS INSULATION, INC.	VP/ELISA DIAS	HOUSTON	lmk@paylessinsulation.com	713-868-1021	WO
1465026259600	PEAK CONTRACTORS, LLC	Michael Herrera	SAN ANTONIO	mherrera@peakcontractorstx.com	210-227-4322	HI
1821828379600	PHOENIX GENERAL CONTRACTORS, LLC	Peter Regalado	EL PASO	office@phxgc1.com	915-202-4415	HI
1331135164000	PIATRA INC.	Pres./Mirela Glass	AUSTIN	info@piatrainc.com	512-299-0404	WO
1760292734900	PKD, INC.	Pres./PAULETTE K DANIELS	BOERNE	pdaniels@pkdincorporated.com	830-537-5475	WO
1271892553500	PLAN B DSGN, LLC	Raul Wong	DUNCANVILLE	charlene@planbdsgr.com	972-572-2527	HI
1743017107800	PMG CUSTOM HOMES, INC.	Phillip Garcia	COLUMBUS	pgarcia@five-oak.com	979-732-5001	HI
1830390808300	PRECISE CLEANING CO LLC	DAVID ALVAREZ	DALLAS	dcaprecise@gmail.com	214-837-8812	HI
1010941048900	PRIDE GENERAL CONTRACTORS LLC	Ramon T. Salgado	EL PASO	info@pridegc.com	915-771-9601	HI
1742684540400	PRISM DEVELOPMENT INC	Michael von Ohlen	AUSTIN	betty@prismdevelopmentinc.com	512-479-9587	HI
1752923422500	PROJECT MANAGEMENT SPECIALITIES, INC.	President / CHIQUETA FISHER	FORT WORTH	clf@pmsicontractors.com	817-246-3053	WO
1275570333200	PROPERTY MANAGEMENT INC. METRO DALLAS	Rachel L Proctor	CEDAR HILL	rproctor@propertymanagementinc.com	469-855-0635	BL
1020555210100	QA CONSTRUCTION SERVICES, INC.	LILY GUTIERREZ	AUSTIN	qacs@QASYSTEMS.COM	512-637-6120	HI
1020720408100	QUALITY INNOVATIONS, INC.	PRES/MICHELE L. MORGAN	BOERNE	MICHELE@QI2LLC.COM	281-705-8709	WO
1760505399400	R. G. WILLIAMS CONSTRUCTION & REMODELING	Owner/Robert G. Williams	PRAIRIE VIEW	rgw_77446@yahoo.com	832-428-3274	BL
1262775390301	RACHEL BYRANT CO.	Rachel Bryant	AUSTIN	rachelbryantco@gmail.com	512-576-2842	WO
1812121639600	REAL CLEAN JANITORIAL LLC	JESSE HUDSON	ARLINGTON	HUDSONJ402@YAHOO.COM	817-703-5231	BL
1474780949000	RESOLUTE INDUSTRIAL LLC	Bill Hallas	SAN ANTONIO	cs@resolutetx.com	210-850-1902	HI
1814919380900	RINO PAINTING, LLC	KENIA CUBAS	VOLENTE	rinopainting@gmail.com	512-363-5748	HI

1820559305800	S.P.D. RESOURCES, L.P.	LP/Theresa Schmidt	HURST	theresa@spd-contractors.com	817-283-7325	WO
1273956253100	SA FACILITIES SOLUTIONS, INC.	Jim Crane	HELOTES	bbcrane@twc.com	210-473-7833	WO
1471821004100	SAFETY COUNTS INC.	Shaunda Sostand	HOUSTON	shaunda@safetycounts.net	832-209-8843	BL
1463360946700	SCANDM LLC	Darla Hicks	BLUM	greg@superiorconstructionandmachine.com	254-874-5799	WO
1611644505300	SDC BUILDS, INC.	SDC Builds, Inc	HOUSTON	maria@sdcbuilds.com	713-320-4811	HI
1383769165100	SECOND CHANCE INVESTMENTS, LLC DBA	Pres./Monica M. Gonzales	CORPUS CHRISTI	tri-mex@sbcglobal.net	361-884-4200	HI
1760192206900	SEPARATION SYSTEMS CONSULTANTS INC	HELEN HODGES	HOUSTON	ssci@sscienvironmental.com	281-486-1943	WO
1800244284800	SKYLINE TECHNOLOGIES LLC	ToddSharon	LAKE JACKSON	stodd@skyline-technologies.net	979-265-7595	WO
1203986658200	SOUTH TEXAS BOILER INDUSTRIES, L.L.C.	OWNER/ JOE D. RUIZ & DANIE	CHANNELVIEW	jdruiz@stxboiler.com	281-804-5395	HI
1330752586800	SPICE COPY	Owner/Samueletta Howard	MESQUITE	spicecopy@aol.com	972-286-9090	BL
1331054330400	STONEHILL COMMERCIAL PAINTING	Elvis Maldonado	GRAND PRAIRIE	elvism@stonehillpainting.com	817-652-3887	HI
1201626717600	T.P.I.S. INDUSTRIAL SERVICES, LLC	Johnny Ocampo	PASADENA	johnny.ocampo@teamtpis.com	281-998-9880	HI
1205373757800	TEJAS PREMIER BUILDING CONTRACTOR, INC.	President / Julissa Carielo	SAN ANTONIO	julissa@tejaspremierbc.com	210-821-5858	HI
1742735766400	TEX-STAR CONSTRUCTION	Darlene SINGLETON	AUSTIN	RSTR787@AOL.COM	512-695-2152	WO
1760393668700	TEXAS LIQUA TECH SERVICES, INC.	President/Angie Palladini	HOUSTON	angie@liquatech.com	713-225-5325	WO
1461614237900	THE EPSILON GROUP, LLC	Enrique Elizalde	HELOTES	theepsilongroup5@gmail.com	210-556-1555	HI
1272901895700	THE TAHAR GROUP LLC	Manager/TAMERA MCNEAL	KATY	CONTACTUS@THETAHARGROUP.COM	281-656-2100	BL
1751787061800	TIDY ENTERPRISE, INC.	President/Myong S. Kim	AUSTIN	mykim@tidyenterpriseinc.com	512-490-6642	AS
1813493345800	TOP-CHOICE CONSTRUCTION	Mable Carter	HOUSTON	tccmcllc@gmail.com	713-859-9328	BL
1462074978900	TRACTION DONE RIGHT	Austin Howell	CORPUS CHRISTI	austin@tractiondoneright.com	361-537-1623	DV
1262956553700	TRIFORCE SOLUTIONS, INC	Jeff Blake	AUSTIN	jeff@triforcepartners.com	512-788-1773	BL
1760775331000	TRINI CONSTRUCTION BUILDER LLC	Reginald Worlds	AUSTIN	info@triniconstructionbuilder.com	512-282-2262	BL
1765559642100	US FACILITY TEC	Manager/Forrest Cooper	HOUSTON	forrest1@usfacilitytec.com	713-360-6991	BL
1900281892000	VISION CONSTRUCTION COMPANY, INC.	Estimator/Jeff Fennell	SAN ANTONIO	jfennell@visionconstructionco.com	210-299-0707	HI
1465075595300	VOLAR SERVICE COMPANY	Jose Malacara	AUSTIN	info@volarsc.com	512-971-8865	HI
1272219118100	W. S. COATINGS, INC.	Pres./Wendy K. Smith	PEARLAND	wendy@wscoatingsinc.com	713-991-3500	WO
1204342983100	WESTERN EDGE CONSTRUCTION, LLC	Pres./Cindy L. Tucker	LIPAN	westernedge@lipan.net	254-646-2292	WO
1752659366400	WHITE CONSTRUCTION COMPANY	President, Glinn H. White, Jr.	KERRVILLE	glinn@whiteconstructioncompany.com	830-257-7477	AI
1270195199300	YANEZ SERVICE COMPANY LLC	Johnny Yanez	BUDA	yanezj1@msn.com	512-844-5646	HI

Date : 2018/01/11 14:07:55

CMBL SUMMARY

Search Found 166 Vendors ,166 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(54),Section1 Service District(s)=(14)



1275570333200	PROPERTY MANAGEMENT INC. METRO DALLAS	Rachel L Proctor	CEDAR HILL	rproctor@propertymanagementinc.com	469-855-0635	BL
1020555210100	QA CONSTRUCTION SERVICES, INC.	LILY GUTIERREZ	AUSTIN	qacs@QASYSTEMS.COM	512-637-6120	HI
1272091404800	QUALITY ASSURANCE ROOFING OF TEXAS, LLC	Hudson Whitten	BROOKSHIRE	hudson@myassuranceroofing.com	281-392-5570	HI
1020720408100	QUALITY INNOVATIONS, INC.	PRES/MICHELE L. MORGAN	BOERNE	MICHELE@QI2LLC.COM	281-705-8709	WO
1262775390301	RACHEL BYRANT CO.	Rachel Bryant	AUSTIN	rachelbryantco@gmail.com	512-576-2842	WO
1742427440900	RIO ROOFING, INC.	TOM GONZALEZ	HARLINGEN	rioroofermama@aol.com	956-423-3359	HI
1450660341500	S & R WATERPROOFING AND ROOFING, LLC	Stephanie Petersen	MONTGOMERY	spetersen@srwaterproofing.com	713-487-4460	BL
1273956253100	SA FACILITIES SOLUTIONS, INC.	Jim Crane	HELOTES	bbcrane@twc.com	210-473-7833	WO
1462117475500	SKUNK DADDY SERVICES, LLC	Nick Herron	WACO	nick@skunkdaddy.com	254-379-8185	WO
1330752586800	SPICE COPY	Owner/Samueletta Howard	MESQUITE	spicecopy@aol.com	972-286-9090	BL
1331054330400	STONEHILL COMMERCIAL PAINTING	Elvis Maldonado	GRAND PRAIRIE	elvism@stonehillpainting.com	817-652-3887	HI
1760700482100	STRUCTURAL CONCRETE SYSTEMS, LLC	MICHELE DIBASSIE	MAGNOLIA	info@scs.net	281-583-7776	WO
1205373757800	TEJAS PREMIER BUILDING CONTRACTOR, INC.	President / Julissa Carielo	SAN ANTONIO	julissa@tejaspremierbc.com	210-821-5858	HI
1760393668700	TEXAS LIQUA TECH SERVICES, INC.	President/Angie Palladini	HOUSTON	angie@liquatech.com	713-225-5325	WO
1272901895700	THE TAHAR GROUP LLC	Manager/TAMERA MCNEAL	KATY	CONTACTUS@THETAHARGROUP.COM	281-656-2100	BL
1273982883300	UV WATERPROOFING, LLC	Jose Ortega	HOUSTON	jortega_waterproofing@yahoo.com	713-480-2545	HI
1900281892000	VISION CONSTRUCTION COMPANY, INC.	Estimator/Jeff Fennell	SAN ANTONIO	jfennell@visionconstructionco.com	210-299-0707	HI
1272219118100	W. S. COATINGS, INC.	Pres./Wendy K. Smith	PEARLAND	wendy@wscoatingsinc.com	713-991-3500	WO
1752659366400	WHITE CONSTRUCTION COMPANY	President, Glinn H. White, Jr.	KERRVILLE	glinn@whiteconstructioncompany.com	830-257-7477	AI

Date : 2018/01/11 14:02:36

CMBL SUMMARY

Search Found 68 Vendors ,68 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(78),Section1 Service District(s)=(14)



1453564452100	HYDRO EX	Daniel Olivo	CORPUS CHRISTI	daniel@hydroexllc.com	361-452-1375	HI
1300410297900	J.R.O. ELECTRICAL SERVICES	Joe Orcasitas	SAN ANTONIO	orcasitas_j@yahoo.com	210-360-0377	HI
1204721086400	JEANS WATERPROOFING OF TEXAS, L.P.	Lynda De Pippo/Partner	NEW BRAUNFELS	info@jwtxas.com	830-557-4240	WO
1471412523500	K. TILLMAN CONSTRUCTION LLC	Yakira Braden	DALLAS	yakira@ktillmanconstruction.com	832-622-3160	BL
1271077049100	KBL RESTORATION, LLC	AMY M BARNES	LONGVIEW	amy@kblrestoration.com	903-241-8330	WO
1742479057800	KEGLEY, INC.	Pres./ANITA M KEGLEY	SAN ANTONIO	anitakegley44@gmail.com	210-349-4994	WO
1461657071000	KS RESTORATION, INC.	Owner/Kim Smith	ARLINGTON	ksrestoration@yahoo.com	817-307-1802	WO
1383681308200	LEMCO CONSTRUCTION SERVICES, L.P.	President/JUDY LEMBKE	ADDISON	jlembke@lemcocs.com	214-637-4222	WO
1820885856500	LIANOZ CONSTRUCTION LLC	michael lianoz	KELLER	lianozconstruction@gmail.com	323-333-1841	HI
1113686628900	LONGORIA MASONRY, INC.	Pres./JESUS LONGORIA	AUSTIN	longoriamasonryinc@gmail.com	512-989-5919	HI
1814588031800	LUNA & LUNA HOLDINGS, LLC DBA	Managing Member/Andre Luna	AUSTIN	andre@cre8.construction	512-831-3662	HI
1272034726400	M2 FEDERAL INC	Mike Scheiern	SAN MARCOS	Mike.Scheiern@m2federal.com	512-450-4502	DV
1464164718600	MAHAN FOUNDATION & CONTRACTORS, LLC	Henry Mahan	CORPUS CHRISTI	mahanfci@yahoo.com	361-687-3901	HI
1760681859300	MARSH WATERPROOFING, INC.	Tim Marsh	VIDOR	MWATERPROOFING@AOL.COM	409-769-0459	WO
1263930450500	MEDEL PAINTING, INC.	Rafael Medel	BUDA	rmedel@medelpaintinginc.com	512-312-4508	HI
1383930626600	MELVIN R KELLEY ENTERPRISES LLC	Melvin Kelley	DUNCANVILLE	melvin.kelley@mrkfabrication.com	888-380-2205	BL
1821212282600	MIGHTY SERVICES CONSTRUCTION, LLC	Monica Atterberry	DALLAS	monica@mightysconstruction.com	469-471-4519	BL
1813186284100	MIKOCORP, LLC	Pres./Matthew Lindsey	WEATHERFORD	matt@mikocorp.com	817-458-4425	AI
1760586361600	MILLENNIUM PROJECT SOLUTIONS, INC.	Vice President/Luke Morgan	CROSBY	mmorgan@mps-team.com	281-328-2200	WO
1203850727800	MKM CONSTRUCTION, LTD.	Mark Marlowe	SAN ANTONIO	mkmconstruction@att.net	210-648-9380	WO
1742890583400	MLP VENTURES INC.	President/Liborio Perez	VON ORMY	mlp@att.net	210-623-8172	HI
1751431896700	MOBILE ENTERPRISES, INC.	Exe VP/John Pierce	FORT WORTH	jpierce@mobileenterprises.com	817-921-1444	WO
1320351010500	MSK INDUSTRIES	Mildred Knox	CORPUS CHRISTI	msk2011mt@yahoo.com	832-215-2410	BL
1455317100100	MUNCOR, LLC	RAMIRO MUNOZ III	CORPUS CHRISTI	RAM@MUNOZENGRG.COM	361-946-4848	HI
1742823339300	MUNIZ CONCRETE AND CONTRACTING	Pres./Jose J. Muniz	AUSTIN	rudymunizcontracting.COM	512-385-2334	HI
1421593032300	MVP INSTALLATIONS, L.P.	Owner/Mike Flores	DONNA	mikezflores1@gmail.com	956-464-2579	HI
1461758020500	NERIE CONSTRUCTION LIMITED LIABILITY COM	Joseph Nerie	PEARLAND	nerieconst@yahoo.com	832-600-7993	HI
1202089172200	NORTH AMERICAN COMMERCIAL	Partner / Lynn Dunlap	DALLAS	lynn@naccolp.com	972-620-9975	WO
1821723264600	NTACT BUILDERS INC	DAVID MILES	HOUSTON	ntact2017@gmail.com	346-233-8462	BL
1760018324200	PAYLESS INSULATION, INC.	VP/ELISA DIAS	HOUSTON	lmc@paylessinsulation.com	713-868-1021	WO
1465026259600	PEAK CONTRACTORS, LLC	Michael Herrera	SAN ANTONIO	mherrera@peakcontractorstx.com	210-227-4322	HI
1821828379600	PHOENIX GENERAL CONTRACTORS, LLC	Peter Regalado	EL PASO	office@phxgc1.com	915-202-4415	HI
1331135164000	PIATRA INC.	Pres./Mirela Glass	AUSTIN	info@piatrainc.com	512-299-0404	WO
1271892553500	PLAN B DSGN, LLC	Raul Wong	DUNCANVILLE	charlene@planbdsgn.com	972-572-2527	HI
1743017107800	PMG CUSTOM HOMES, INC.	Phillip Garcia	COLUMBUS	pgarcia@five-oak.com	979-732-5001	HI
1010941048900	PRIDE GENERAL CONTRACTORS LLC	Ramon T. Salgado	EL PASO	info@pridegc.com	915-771-9601	HI
1760405744200	PRIMIS CORPORATION	Luis Carranza	HOUSTON	primiscorp@peoplepc.com	713-492-2936	HI
1271459490500	PROFICIENT CONSTRUCTORS LLC.	Iris Luna	SAN ANTONIO	proficientconstructors@gmail.com	210-764-9095	HI
1752923422500	PROJECT MANAGEMENT SPECIALITIES, INC.	President / CHIQUETA FISHER	FORT WORTH	clf@pmsicontractors.com	817-246-3053	WO
1742462996600	PRONTO SANDBLASTING AND COATING AND OIL-	George Garcia	SAN ANTONIO	prontosandblasting@satx.rr.com	210-633-2030	HI
1020555210100	QA CONSTRUCTION SERVICES, INC.	LILY GUTIERREZ	AUSTIN	qacs@QASYSTEMS.COM	512-637-6120	HI
1020720408100	QUALITY INNOVATIONS, INC.	PRES/MICHELE L. MORGAN	BOERNE	MICHELE@QJ2LLC.COM	281-705-8709	WO
1465218100000	RUCOBA & MAYA CONSTRUCTION, LLC	Rodolfo Rucoba	AUSTIN	rudyrucobaconstruction.com	832-867-6673	HI
1760434715700	SAABS CONSTRUCTION COMPANY, INC.	Vincent Nweke	MISSOURI CITY	saabs1@netzero.com	713-721-8406	BL
1463360946700	SCANDM LLC	Darla Hicks	BLUM	greg@superiorconstructionandmachine.com	254-874-5799	WO
1611644505300	SDC BUILDS, INC.	SDC Builds, Inc	HOUSTON	maria@sdcbuilds.com	713-320-4811	HI
1383826727900	SMITCO CONCRETE CONSTRUCTION	Owner/Elroy Smith	AUSTIN	smitco.concrete@yahoo.com	512-945-9674	BL
1760700482100	STRUCTURAL CONCRETE SYSTEMS, LLC	MICHELE DIBASSIE	MAGNOLIA	info@scs.net	281-583-7776	WO
1742735766400	TEX-STAR CONSTRUCTION	Darlene SINGLETON	AUSTIN	RSTR787@AOL.COM	512-695-2152	WO
1760393668700	TEXAS LIQUA TECH SERVICES, INC.	President/Angie Palladini	HOUSTON	angie@liquatech.com	713-225-5325	WO
1461614237900	THE EPSILON GROUP, LLC	Enrique Elizalde	HELOTES	theepsilongroup5@gmail.com	210-556-1555	HI

1262956553700	TRIFORCE SOLUTIONS, INC	Jeff Blake	AUSTIN	jeff@triforcepartners.com	512-788-1773	BL
1760775331000	TRINI CONSTRUCTION BUILDER LLC	Reginald Worlds	AUSTIN	info@triniconstructionbuilder.com	512-282-2262	BL
1900281892000	VISION CONSTRUCTION COMPANY, INC.	Estimator/Jeff Fennell	SAN ANTONIO	jfennell@visionconstructionco.com	210-299-0707	HI
1465075595300	VOLAR SERVICE COMPANY	Jose Malacara	AUSTIN	info@volarsc.com	512-971-8865	HI
1204342983100	WESTERN EDGE CONSTRUCTION, LLC	Pres./Cindy L. Tucker	LIPAN	westernedge@lipan.net	254-646-2292	WO
1752659366400	WHITE CONSTRUCTION COMPANY	President, Glinn H. White, Jr.	KERRVILLE	glinn@whiteconstructioncompany.com	830-257-7477	AI
1742991135100	Z & L CONCRETE CONTRACTORS, INC.	George Zurita	SAN ANTONIO	zlconcrete@yahoo.com	210-825-1548	HI

Date : 2018/01/11 13:54:17

CMBL SUMMARY

Search Found 105 Vendors ,105 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(51),Section1 Service District(s)=(14)